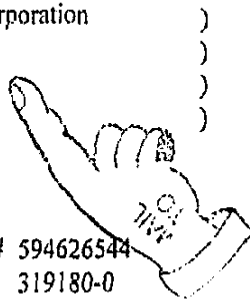


WHEN RECORDED MAIL TO:
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, VA 23286
Attn: John Harris - CRS



FHLMC/FNMAE Loan # 594626544
LHMC Loan # 319180-0

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of September, 1997, between Elizabeth M. Topolski, Spinster ("Borrower") and LaSalle Bank, FSB F/K/A LaSalle Talman Bank, FSB ("Lender"), amends and supplements (1) the Mortgage, dated August 18th, 1992, securing the original principal sum of U.S. \$50,400.00, and recorded as Document Number 92617116, of the Official Records of Cook County, Illinois; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 1605 E Central Road Unit 406A, Arlington Heights IL 60005, the real property

described being set forth as follows:

BUILDING NUMBER 4, UNIT NUMBER 406A IN DANA POINT CONDOMINIUM, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24618528, IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 AND THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, AND THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

08-10-201-024-1057

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of September 1st, 1997, the amount payable under the Note and Security Instrument (the " Unpaid Principal Balance") is U.S. \$43,565.89.

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3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 8.125%, beginning September 1st, 1997. The Borrower promises to make monthly payments principal and interest of U.S. \$ 339.86, beginning on the 1st day of October, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1st, 2022 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 4242 North Harlem Avenue, Norridge IL 60634 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.]

08-05-97
Date

Elizabeth M. Topolski (Seal)
Elizabeth M. Topolski --Borrower

LaSalle Bank FSB F/A
LaSalle Talman Bank FSB

8-19-97
Date

Pamela Taylor (Seal)
Pamela Taylor --Loan Servicing Officer

97688844

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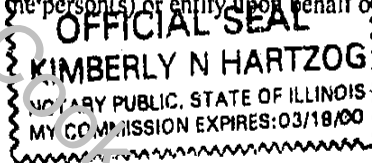
_____[Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction]_____

STATE OF ILLINOIS
COUNTY OF COOK

} SS.
}

On Aug 5 1999 before me, Kimberly N. Hartzog, personally
appeared Elizabeth Topolski, personally known to me (or proven to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal,



Signature

Kimberly N. Hartzog 03-19-00

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (10/90)

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