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

DEPT-01 RECORDING \$27.50
 T30013 TRAN 5140 11/06/97 11:04:00
 \$5140 + TB *-97-831595
 COOK COUNTY RECORDER

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572851472
 177074-2

BALLOON LOAN MODIFICATION

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

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS;
 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 October 1997 between Linda S. Fox, divorced and not since remarried ("Borrower") and AccuBang Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 21, 1992, securing the original principal sum of U.S. \$136,000.00, recorded as instrument number 92-717098, 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 4073 Rose Ave., Western Springs, IL 60558, the real property described being set forth as follows: PIN: 17-06-122-009-0000

LOT 15 IN BLOCK 9 IN J. C. CALDWELL'S SUBDIVISION OF C.C. LAY'S ADDITION TO WESTERN SPRINGS (EXCEPT THE NORTH 2 ACRES OF THE EAST 1/2 OF BLOCK 16) INCLUDING 1/2 STREET BEING A SUBDIVISION OF THE EAST PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 2.554 ACRES IN THE SOUTH PART OF THE SECTION 31, TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 October 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$128,006.72.

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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 October 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$998.60 beginning on the 1 day of November, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 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 AccuBanc Mortgage Corporation, 12377 Merit Drive, Suite 600, P. O. Box 809089, Dallas, TX 75251 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 cancelled, 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, servicers, and other parties signing the Balloon Note and Security Instrument.]

9-10-97
Date

Linda S. Fox (Seal)
Linda S. Fox (Borrower)

Lender:

Medallion Mortgage Company

9-29-97
Date

By: Richard Whitman
Richard Whitman
Vice President

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ACKNOWLEDGMENTS

STATE OF Illinois &
 COUNTY OF Cook &

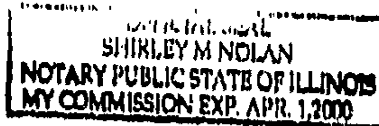
Title or type of Document Balloon Loan Modification
 Number of pages 2 Date of Document 9-10-97
 Signor(s) other than named below _____

On 9-10-97 before me Shirley M. Nolan personally appeared _____
Wanda S. Fox personally
 known to me (or proved 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 this/her/their signature(s)
 on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
 the instrument.

WITNESS my hand and official seal.

Shirley M. Nolan
 Notary Public, State of Illinois

Shirley M. Nolan
 Notary's Printed Name



[SEAL]

My Commission Expires: 4-1-2000

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ACKNOWLEDGMENTS

STATE OF Texas &
&
COUNTY OF Dallas &

Title or type of Document Balloon Loan Modification
Number of pages 2 Date of Document 10-1-97
Signer(s) other than named below Borrower(s)

On September 29, 1997 before me, Aurora Lemus, personally appeared Richard Whitman personally known to me (or proved 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 this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Aurora Lemus
Notary Public, State of Texas

Aurora Lemus
Notary's Printed Name



[SEAL]

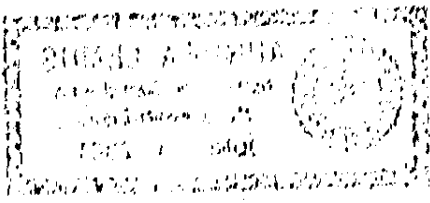
My Commission Expires: June 16, 2001

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140013 TRAN 5140 11/06/97 11104:00
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