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Freddie Mac Loan Number: 5:6279556

Servicer Loan Number: FREE: 73349699

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"), made this 20 day of February, 1997, between Jeanette Burke ("Borrower") and Fleet Mortgage Corp. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 5, 1992, securing the original principal sum of U.S. \$81,600.00, and recorded in Book or Liber _____, at page(s) _____, 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 1925 Georgetown Lane, Hoffman Estates, IL 60195, the real property described being set forth as follows:

"SEE SCHEDULE A"

To evidence the election by the Borrower of the [Conditional Right to Refinance] [conditional Modification and Extension of Loan Terms] 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 April 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$77,097.02.
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 8.5%, beginning April 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 620.81, beginning on May 1, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 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 324 West Evans Street, Florence, SC 29501 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,

RETURN TO:
Wheatland Title
39 Mill Street
Montgomery, IL 60538

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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.]

Jeanette Burke (Seal) _____ (Seal)
 Jeanette Burke--Borrower --Borrower
 _____ (Seal) _____ (Seal)
 --Borrower --Borrower

Jacqueline A. Sadler (Seal)
 By: Jacqueline A. Sadler - Vice President
 FLEET MORTGAGE CORP.

. DEPT-01 RECORDING \$25
 . T#0009 TRAN 7999 04/08/97 12:36:10
 . #6567 + BK * - 97 - 24 199
 . COOK COUNTY RECORDER
 . DEPT-10 PENALTY \$22

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

STATE OF Illinois
 COUNTY OF Cook

MORTGAGORS NOTARIZATION

On 3-5-97, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the above named (Mortgagor) JEANETTE BURKE and acknowledged the foregoing instrument to be his/her/their free act and deed.

SEAL

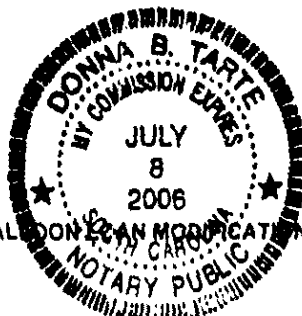


Jacqueline A. Sadler
 Notary Public
 My Commission Expires: 8-17-98

STATE OF SOUTH CAROLINA
 COUNTY OF FLORENCE

LENDERS NOTARIZATION

On 3-11-97, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jacqueline A. Sadler as Vice President of Fleet Mortgage Corp. and she acknowledged that the foregoing instrument was executed for the purposes therein expressed.



Donna B. Tarte
 Notary Public
 My Commission Expires: 7-8-2006

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Schedule "A"

Parcel 1: Lot 4 and the Northeasterly 0.30 feet of Lot 3 in Area 79, in Barrington Square Unit Number 4, being a subdivision of part of the Northeast 1/4 of Section 7 and the West 1/2 of the Northwest 1/4 of Section 7 and the West 1/2 of the Northwest 1/4 of Section 8, Township 41, North, Range 10, East of the Third Principal Meridian, according to Plat thereof recorded in the office of the Recorder of Deeds on January 4, 1973 as Document 22176472, in Cook County, Illinois.

Parcel 2: Easements appurtenant to the above described real estate as defined in Declaration recorded as 21178177 and Documents recorded as Numbers 22208471 and 22671470.

PIN # 07-08-106-136-0000

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