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1998-07-06 12:20:44

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Freddie Mac Loan Number: 705021475
Servicer Loan Number: 822842

BALLOON LOAN MODIFICATION

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

When recorded return to:



Banc One Mortgage Corporation
Mortgage Services Group
132 E. Washington Street, Suite IN1-1041
Indianapolis, IN 46204
Attn: Special Loan Department

**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 effectives as of July 1, 1998, between Scott Hurwitz and Kelly Austin ("Borrower") and Banc One Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 18, 1993, securing the original principal sum of U.S. \$182,500.00, and recorded in Book or Liber N/A, at page(s) N/A, in instrument 93-490680 in the Records of Cook County, Illinois; and

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(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 1737 N. Paulina St. Unit #201 Chicago IL 60622, the real property described being set forth as follows:

***UNIT G-17 IN PAULINA PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:
LOTS 26, 27, 28, 29 AND 30 IN DILLARD'S RESUBDIVISION OF LOTS 70 TO 87 INCLUSIVE AND LOTS 99 TO 116 INCLUSIVE IN J.G. KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEPHERD'S ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON JULY 30, 1992 AS DOCUMENT 92562861, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AND TOGETHER WITH A RIGHT AND BENEFIT APPURTENANT TO THE OWNERSHIP OF SAID UNIT TO THE PERPETUAL AND EXCLUSIVE USE OF LIMITED COMMON ELEMENT PARKING SPACE P-2 AS SET FORTH IN SAID DECLARATION.***

P.I.N. 14-31-422-002 AND 14-31-422-003 VOL 534

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 occupies the Property.
2. As of July 1, 1998 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$171,066.53.
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 7.625%, beginning July 1, 1998. The Borrower promises to make monthly payments principal and interest of U.S. \$ 1278.11, beginning on the 1st day of August 1, 1998 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2023 (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 Banc One Mortgage Corporation, P.O. Box 7700, Indianapolis, IN 46277 or at such other place as the Lender may require.

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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.

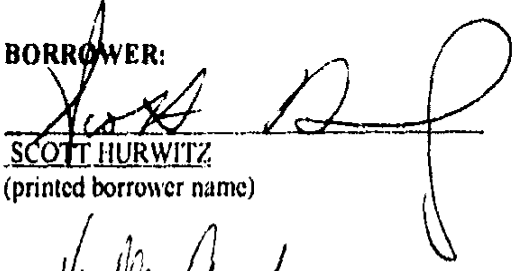
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(Illinois Signature Page)

EXECUTED as of the day and year first above written.

BORROWER:



SCOTT HURWITZ

(printed borrower name)



KELLY AUSTIN

(printed borrower name)

LENDER:

BANC ONE MORTGAGE CORPORATION

By: 

Veronica M. Tharp, Vice President

(printed name and title)

(Illinois acknowledgments on next page)

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(Illinois Acknowledgment)

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

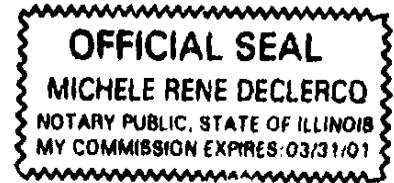
(Individual Acknowledgment)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that SCOTT HURWITZ and KELLY AUSTIN, personally known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me that he/she/they executed and delivered the same as his/hcr/their free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 17 day of June, 19 98.

Michele Rene Declerco
Notary Public, State of Illinois

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



(Corporate Acknowledgment)

BEFORE ME, the undersigned authority, on this day personally appeared Veronica M. Tharp, the Vice President of BANC ONE MORTGAGE CORPORATION, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of June, 19 98.

Kathy A. Oster
Notary Public, State of Indiana
JUN 13 2008