

UNOFFICIAL COPY

98809037

98809037 65 001 Page 1 of 1

1998-09-10 14:20:58

Cook County Recorder

11.50

Return original to:
ATTN SPECIAL LOAN DEPT
BANK OF AMERICA FSB
2810 N PARHAM RD
RICHMOND VIRGINIA 23294

Freddie Mac Loan No. 537918930
Servicer Real Estate Loan No. 40588564

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 20th day of December, 1997, between Robert E. O'Toole, Jr. and Karen S. O'Toole ("Husband and Wife") and Bank of America, FSB, 2810 N. Parham Road, Richmond, Virginia 23294 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 30, 1992, securing the original principal sum of U.S. \$55,350.00 and recorded in Document No. 93009210, of Cook County, Illinois, and (2) the Balloon Note (the "Note") bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at

1912 Prairie Square, # 131, Schaumburg, Illinois 60173,

the real property described being set forth as follows:

See attached.

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 the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of January 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$51,418.77.
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 the yearly rate of 7.875%, beginning January 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$392.61, beginning on the 1st day of February, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 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 Maturity Date.

The Borrower will make such payments at PO Box 26388, Richmond, Virginia 23260, 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.

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac Uniform Instrument Form 3293 (5/93)

CUS102.1/DMB/tem
H17-3.9

SNO
RJD
MYB



UNOFFICIAL COPY

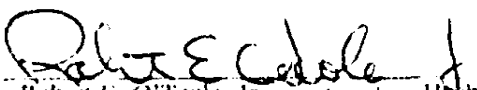
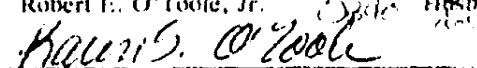
Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

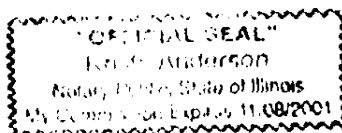
Bank of America, FSB


Vice President

Assistant Secretary


Robert E. O'Toole, Jr. (Seal) Husband

Karen S. O'Toole (Seal) Wife

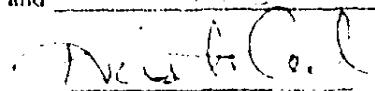
-----[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]-----

STATE OF IL)
COUNTY OF Cook) ss.



The foregoing instrument was acknowledged before me this 22 day of Dec, 1997,
by Robert E. O'Toole and Karen S. O'Toole.

Commission expires: 11/08/2001


Notary Public

Corporate Acknowledgment

STATE OF Virginia)
COUNTY OF Henrico) ss.

The foregoing instrument was acknowledged before me this 31 day of Dec, 1997,
by Donald W. Courtney and Isabella Axelson.

Commission expires: 10-31-98


Notary Public

This instrument drafted by:

Bank of America, FSB
2810 N. Parham Road
Richmond, Virginia 23294

LE060886

PARCEL 1:

UNIT NO. 131A IN THE WALDEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF FRACTIONAL SECTION 1 TOGETHER WITH PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24764865 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

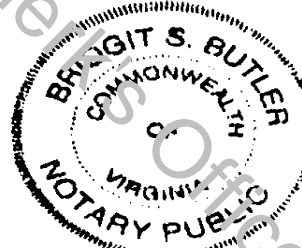
PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 49A, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 24764865.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2, AS SET FORTH IN THE GRANT RECORDED AS DOCUMENT 21218271, THE DECLARATION RECORDED AS DOCUMENT 21218272, AS MODIFIED BY DOCUMENT 21314070, AND AS CONFIRMED BY GRANT RECORDED AS DOCUMENT 21314484, AS AMENDED BY DOCUMENT 21324390.

PERMANENT INDEX NO.: 07-12-200-009-1042



UNOFFICIAL COPY

Property of Cook County Clerk's Office