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BALLOON LOAN MODIFICATION

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

When recorded return to:

Banc One Mortgage Corporation Mortgage Services Group 132 E. Washington Street, Suite 1N2-1041 Indianapolis, IN 46204 Prepared By: Kathy Teeters

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 <u>January 1, 1998</u>, between <u>Mark W. McGrath and John W. McGrath</u> ("Borrower") and <u>Banc One Mortgage Corporation</u> ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated <u>December 17, 1992</u>, securing the original principal sum of U.S. \$61,650,00, and recorded in Book or Liber <u>N/A</u>, at page(s) <u>N/A</u>, in instrument <u>93-031780</u> in the Records of <u>Cook County, IL</u>; and

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddic Mac UNIFORM INSTRUMENT Form 3293 (12/95)

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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 14417 S. Tramball Ave. Midlothian, IL 60445, the real property described being set forth as follows:

LOT 21 IN BLOCK 16 IN ARTHUR T. MCINTOSH AND COMPANY'S HOME ADDITION TO MIDLOTHIAN SUBDIVISION IN SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, P.L. 28-11-210-004.

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon where 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 <u>January 1, 1998</u> the amount payable ander the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$50,824.92.
- 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 in yearly rate of 7.75%, beginning January 1, 1998. The Borrower promises to make monthly payments principal and interest of U.S. \$ 383,90, beginning on the <u>list</u> day of <u>February 1, 1998</u> and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on <u>January 1, 2023</u> (the "Modified Materity 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.

- 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.

(Illinois Signature Page)

EXECUTED as of the day and year first above written.

JAN 28 '98

BORROWER:

(printed borrower name)

(printed borrower name)

BANC ONE MORTGAGE CORPORATION

By: Geromany Veronica M. Tharp, Vice President (printed name and title) (Illinois acknowledgments on next page)

BY. V. I.

Proberty of Cook County Clark's Office

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(Illinois Acknowledgment)

STATE OF <u>ILLINOIS</u>) SS: COUNTY OF <u>Cack</u>)



(Individual Acknowledgment)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that MARK W MCGRATEL and JOHN W MCGRATEL, personally known to me to be the person(s) whose name(s) is/are substanced 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/her/their free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL S	EAL, this 1314 day of JANUARY, 1998
4	Jan- K. Jeh
O/F	Notary Public, State of Illinois
	Hotally Filolog, State of Hillons

COUNTY OF MAYION) SS:

(Corporate Acknowledgment)

BEFORE ME, the undersigned authority, on this day personally appeared <u>Veronica M. Tharp</u>, the <u>Vice President</u> of <u>BANC ONE MORTGAGE CORPORATION</u>, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that be/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 30 day of Javu 1-1, 19 98

Notary Public State of Indiana

Property of Cook County Clerk's Office