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DEPT-01 RECORDING \$31.50 140013 TRAN 0089 03/17/98 09155100 49261 4 TE #-98-207238 COOK COUNTY RECORDER

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider) DOC #858(1) L When recorded recurn to:

Banc One Mortgage Corporation

Mortgage Services Group

132 E. Washington Street, Suite IN1-1941

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 <u>December 1, 1997</u>, between <u>Dayid R. Ericson</u> ("Borrower") and <u>Bane One Mortgage Corporation</u> ("Lender"), namends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated <u>November 13, 1992</u>, securing the original principal sum of U.S. \$108,900.00, and recorded in Book or Liber N/A, at page(s) N/A, in instrument 92870980 in the Records of <u>Cook County, II</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 3201 N. Seminary #306, Chicago, II, 60657, the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addengum 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 <u>December 1, 1991</u> the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$102.63 (74).
- 3. The Borrover promises to pay and Chraid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 8.00%, beginning December 1, 1997. The Borrover promises to make monthly payment, principal and interest of U.S. \$ 722.15, beginning on the 1st day of Innuary 1, 1998 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2022 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by in a Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Banc One Mortun of Cornoration, 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 laxes, insurance premiums, assessments, escrow items, impounds, and all other rayments that the Borrower is obligated to make under the Security Instrument; however, all the terms and previsions 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.

Door Coof

BORROWER

DAVID R ERICSON

(printed borrower name)

(printed borrower name)

LENDER:

BANC ONE MORTGAGE CORPORATION

By

Veronien M. Thurp, Vice President

(printed name and title)

(Illinois acknowledgments on next page)

98207238

98207238

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(Illinois Acknowledgment)

STATE OF ILLINOIS) SS: COUNTY OF LAKE)

(Individual Acknowledgment)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that <u>DAYID BAR ISON</u>, 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/her/their free and voluntary act for the purposes and consideration therein expressed.

CIVEN INTERIOR HAND AND OFFICIAL SEAL, this 12 day of No. Johnson, 1997

"OFFICIAL SEAL"

LYNDA J. ASH

NOTARY PUBLIC STATE OF 11 INOIS

My Commission Expires C 9/10/1998

Notary Public, State of Illinois

STATE OF TANA) 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 he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/a societion and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of NOO 100 1 1997

Notary Public, State of Indiana

STREET ADDRESS: SHAT 30 OFFICIAL COPY

CITY: TAX NUMBER: 14-20-423-998-1018

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 306 IN THE LAKEVIEW LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

COUNTY: COOK

PARCEL A:

THE WEST 25.81 PEET OF THE SOUTH 100.09 FEET LYING ABOVE A HORIZONTAL PLANE OF 36.82
FEET ABOVE CITY DATUM. ALSO, THE MORTH 10.0 FEET OF THE SOUTH 57.5 FEET OF THE WEST
25.81 FEET OF THE SOUTH 100.09 FEET LYING ABOVE A HORIZONTAL PLANE OF 21.09 FEET ABOVE
CITY DATUM; ALSO, THE SOUTH 100.09 FEET LYING ABOVE A HORIZONTAL PLANE OF 35.01 FEET ABOVE CITY DATUM, ALSO THE WEST 9.0 FEET OF THE BAST
43.50 FEET OF THE HORTH 17.07 FEET OF THE SOUTH 100.09 FEET LYING ABOVE A HORIZONTAL
PLANE OF 21.00 FEET ABOVE CITY DATUM, ALSO THE MORTH 25.0 FEET OF THE SOUTH 125.14 FEET
OF THE EAST 46.02 FEET LYING ABOVE A HORIZONTAL PLANE OF 30.49 FEET ABOVE CITY DATUM
ALSO THE WEST 10.0 FEET OF THE MORTH 25.0 FEET OF THE BAST 46.52 FEET OF THE SOUTH
125.14 FEET LYING ALOVE A HORIZONTAL PLANE OF 21.09 FEET ABOVE CITY DATUM ALSO ALL THAT
PART LYING MORTH OF THE SOUTH 125.14 FEET AND LYING MORTH OF THE SOUTH 100.09 FEET
(EXCEPT THE EAST 46.52 FFET THERSOF) OF THE POLLOWING DESCRIBED PROPERTY TAKEN AS A
TRACT OF LAND TO HIT:

LOTS 19 AND 20 IN BLOCK 6 IN ZAXTER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLIANOIS ALSO LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 21, 22, 23 AND 24 IN BLOCK 6 OF BAXTER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIHOIS

PARCEL B:

HASSMENT FOR THE BENEFIT OF PARCEL A AS CREATED 17 DECLARATION OF COVENANTS, CONDITIONS OF RESTRICTIONS AND EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTED UNDER TRUST AGREEMENT DATED DECEMBER 17, 1591 AND KNOWN AS TRUST NUMBER 114935-09, DATED JANUARY 14, 1992 AND RECORDED JANUARY 16, 1992 AS DOCUMENT 92032820, AS AMENDED BY DOCUMENT 92331027 FOR THE FOLLOWING PURPOSES: AND AND TO ALL STRUCTURAL MEMBERS, COLUMNS AND BEAMS, FOOTINGS, CAISSONS AND FOUNDATIONS, COMMON WALLS, CEILINGS AND FLOORS, AND ANY OTHER SUPPORTING COMPONENTS LOCATED IN OR CONSTITUTING A PART OF THE BURDENED PROPERTY; USE OF ALL FACILITIES LOCATED IN THE SURDENED PROPERTY; MAINTAINING ENCROACHMENTS; FOR INGRESS AND EGRESS TO PERMIT CONSTRUCTION, MAINTAINCE, REPAIR, REPLACEMENT, RESTORATION OR RECONSTRUCTION OF THIS PROPERTY; AND FOR JEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN AN EMERGENCY SITUATION, AS DEFINED THEREIN; TO AND FROM, OVER, ON, ACROSS AND THROUGH THE FOLLOWING DESCRIBED LAND;

THE WEST 25.81 PEET OF THE SOUTH 100.09 FEET LYING BELOW A HORIZONTAL PLANE OF 36.82
FEET ABOVE CITY DATUM (EXCEPT THE NORTH 10.0 FEET OF THE SOUTH 57.50 FEET LYING ABOVE A
HORIZONTAL PLANK OF 21.09 FEET ABOVE CITY DATUM) ALSO THE SOUTH 100.09 FEET (EXCEPT THE
WEST 25.81 FEET THEREOF) LYING BELOW A HORIZONTAL PLANE OF 35.01 FEET ABOVE CITY DATUM
(EXCEPT THEREFROM THE WEST 9.0 FEET OF THE RAST 43.50 FEET OF THE NORTH 17.67 FEET OF
THE SOUTH 100.09 FEET LYING ABOVE A HORIZONTAL PLANE OF 21.09 FEET ABOVE CITY DATUM)
ALSO THE NORTH 35.0 FEET OF THE SOUTH 125.14 PEET OF THE HAST 46.52 FEET (EXCEPTING
THEREFROM THE WHST 10.0 FEET THEREOF) LYING BELOW A HORIZONTAL PLANE OF 30.49 FEET ABOVE
CITY DATUM AND ABOVE A HORIZONTAL PLANE OF 21.09 FEET ABOVE CITY DATUM OF THE FOLLOWING
DESCRIBED PROPERTY TAKEN AS A TRACT OF LAND TO WIT:

LOTS 19 AND 20 IN BLOCK 6 IN BAXTER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH

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EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) COOK COUNTY ILLIHOIS ALSO LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 21, 22, 23 AND IN BLOCK 6 OF BAXTER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH BAST 1/4 OF SECTION 20. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 92638754 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON RLEMBNTS IN COOK COUNTY, ILLINOIS

PARCEL 2:

BASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DECLARATION RECORDED JANUARY 16, 1992 AS DOCUMENT HOLES 340399 AS AMENDED BY DOC 92331027 AND DEED AS DOCUMENT RECORDED

PARCEL 3:

THE RIGHT TO THE USE OF P-11, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHE TO THE DECLARATION A PORESAID RECORDED AS DOCUMENT 92638754

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