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98223027

DEPT-01 RECORDING \$24.00
 T#0013 TRAN 0319 03/23/98 09:26:00
 #9835 # TR # -98-223027
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$20.00

Return original to:
 Special Loan Department
 Bank of America, FSB
 2810 N. Parham Road
 Richmond, Virginia 23294

Servicer Loan No. 40514196

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 23 day of September, 1997, between Edmund K. Schulewitz and Sally J. Schulewitz ("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 September 3, 1992, securing the original principal sum of U.S. \$61,800.00 and recorded in Document No. 92681517, 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

269 North Benton Street, Palatine, Illinois 60067.

the real property described being set forth as follows:
 Tax ID #02-14-303-003-0000

Lot 5 in Bartel's resubdivision of lots 15, 16, 17, 18, 24 and 25 in Joel Wood's Subdivision of block 22 in Palatine in the East 1/2 of the NW quarter of the SW quarter of section 14

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 October 1, 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$58,460.78.
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 8.250%, beginning October 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$460.93 beginning on the 1st day of November, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 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 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)

5-M
 24.00 P-2
 20.00 NN
 24.00 M-7
 JHC

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

Bank of America, FSB

William G. Stov
Vice President
Bridget S. Butler
Assistant Secretary

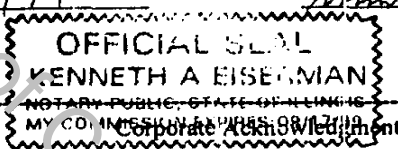
Edmund K. Schulewitz (Seal)
Edmund K. Schulewitz Husband
Sally J. Schulewitz (Seal)
Sally J. Schulewitz Wife

-----[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 23 day of September, 1997,
by Edmund K. Schulewitz and Sally J. Schulewitz

Commission expires: 9/17/99 Kenneth A. Eisenman
Notary Public

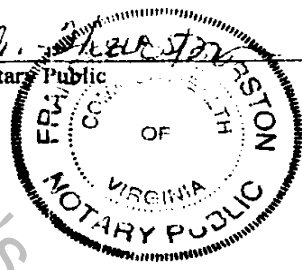


98223027

STATE OF Virginia)
COUNTY OF Henrico) ss.

The foregoing instrument was acknowledged before me this 9th day of October, 1997,
by William G. Stov and Bridget S. Butler

Commission expires: 12/31/99 James O. Stewart
Notary Public



This instrument drafted by:
Bank of America, FSB
2810 N. Parham Road
Richmond, Virginia 23294

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