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1999-06-28 16:39:35

Cook County Recorder

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Recording Requested By & When Recorded Mail to: Land America Onestop P.O. Box 35633 Richmond, VA. 23235 CRS-Chichona Leach(804) 267-8566

## BALLOON LOAN MODIFICATION

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

Freddie Mac Loan Number. 682225169 Servicer Loan Number: 030986387

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BY EXECUTED BY THE BORROWER:

ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND

ONE ORIGINAL IS TO BE PLOORDED IN THE LAND RECORDS WHERE THE

SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of May, 1999, between Andrzej Trybula and Anna Trybula, Husband and Wife and Grazyna Trybula ("Borrower"), whose mailing address is 6114 W. School, Chicago, 11, 60634-0000 and Sterling Bank & Trust, FSB ("Lender"), One Oakland Towne Square, 17th Floor, Southfield, MI 48076, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 21, 1994, securing the original principal sum of U.S. \$114,000.00 and recorded in Book or Liber 94381126 at page(s), of the Cook County Records of Cook County, Illinois; and

(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 6114 W. School, Chicago, IL 60634-0000, the real property described being set forth as follows:

THE EAST 29.79 FEET OF THE WEST 89.37 FEET OF LOT 7 IN BOOTH'S BELMONT AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTH 10 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 13-20-322-036

To evidence the election by the Borrower of the Conditional Rights 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

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

5-73-Y5-Ru

such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- The Borrower is the owner and occupant of the Property.
- 2. As of May 1, 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$108,359.65.
- 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 7.500%, beginning May 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$800.77, beginning on the 1st day of June, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2024 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and 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 of Sterling Bank & Trust, FSB or at such other place as the Lender may require.
- 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 cancelled, 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. Print name STATE OF Borrower Grazyna Trybula COUNTY OF On this // day of //ry , 19 88, before me HNNA HNN Notary Public for said County and State, personally came known to be Andrzej Trybula, Anna Trybula and Grazyna Trybula ( personibed in and who executed the foregoing instrument, and acknowledged that they executed the My commission expires: 1-25-7890

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

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STERLING BANK & TRUST, FSB

Witness

Amy Gamicchia

Witness

SHERI DEMEL

Joya Pastori

Assistant Vice President

5-20-99

Date signed by Lender

County Clark's Office

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this Dday of May, 1997, before me Bouly Arch
Notary Public for said County and State, personally came Joya Pastori,
says that she is Assistant Vice President of Sterling Bank & Trust, FSB,
and that this instrument was acknowledged that said writing to be the act
and deed of said corporation.

My commission expires:

BEVERLY L. HINTON

Motory Public, Wayne County, Mi
My Corantesion Expires Sept. 12, 2002

Drafted by: Monika Meyer

Sterling Bank & Trust, FSB 1 Towne Square 17th Floor Southfield, MI 48076 ATTN: AMY GAMICCHIA