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Prepared by: Amy Lauksmen

4242 N. Harlem Avenue

Norridge, IL. 60634

WHEN RECORDED MAIL TO: LandAmerica OneStop P.O. Box 35633 Richmond VA 23235 Moses L. Joyner Jr. 800-704-7047 EXT 8079

Cook County Recorder



45.50

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TION AGREEMENT

[To be used to refinance balloon loans documented on Fannie Mae uniform instruments.]

This Mortgage Modification Agreement (the "Refinancing Instrument"), entered into and effective as of the day of July 1, 1999 (the "Refinancing Date"), between Loster O. Hampton, Stefanie Hampton, and Marija Macieza ("Borrowers"), and LaSalle Home Mortgage Corporation ("Lender"), real vs and extends the mortgage (the "Security Instrument," which term includes all riders thereto) to secure the debt evidenced hereby. The Security Instrument (i) is dated June 29, 1992, (ii) was executed to secure the note (the "Balloon Note") dated, June 29, 1992, in the original principal sum of U.S.Forty Thousand and 00/100 Dollars (\$ 40,000.00), executed by LaSalle Home Mortg ge Corporation, and payable to the order of Lester O. Hampton, Stefanie Hampton, and Marija Macieza, (iii) is recorded at Do un ert Number 92480126 records of Cook County, Illinois, and (iv) affects rights with respect to the collateral defined therein as the Property," which is located at 9661 S. Karlov Unit 201, Oak Lawn, OUNTY CLOPA'S OFFICE Illinois 60453 and is described as follows:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

PIN:24-10-211-045-1035

Form 3269.14 01/97

> (page 1 of 6 pages) 3269IL1 02/97

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The Security Instrument includes a Balloon Rider and the Balloon Note includes a Balloon Note Addendum, both of which provide for a Conditional Right to Refinance. In connection therewith:

- As further provided below, the Security Instrument is renewed, extended, and amended to secure repayment of the debt evidenced by this Refinancing Instrument, by delivery hereof to the Lender in recordable form in all respects.
- This Refinancing Instrument, when duly executed by Borrower, delivered by Borrower to Lender, and accepted by Lender, supersedes and satisfies the Balloon Note (including the Balloon Note Addendum); provided that any sums owed solely by reason of the Security Instrument and not evidenced by the Balloon Note are not released by execution and delivery of this Refinancing Instrument.
- Borrower acknowledges that immediately prior to execution of this Refinancing Instrument, the lien of the Security (c) Instrument is valid and subsists against the Property.
- The debt evidenced by this Refinancing Instrument is evidenced by Section D hereof, which portion of this Refinancing Instrument is referred to therein as the "Note."

Notwithstanding anything to the contrary contained in the Balloon Note or Security Instrument, Borrower undertakes as follows:

RENEWAL AND FXTENSION OF LIEN A.

It is the intention of he Borrower and Lender that the lien of the Security Instrument shall secure the debt evidenced by this Refinancing Instrument and that he Security Instrument hereby shall be renewed and extended, as of the Refinancing Date, so long as required to secure such debt until it is poid in full. In connection with the foregoing:

- The maturity date of the debt evidenced by this Refinancing Instrument is set forth in Section D(3)(a), below.
- Lender is expressly subregated to all rights with respect to the Property, prepayment, and acceleration to which the (ii) holder of the Balloon Note was entitled by reason of the Security Instrument.
- In the event that any portion of the debt evidenced by this Refinancing Instrument cannot be lawfully secured by the Security Instrument as so renewed and extended, principal payments shall be applied first to that portion not so secured.
- Borrower acknowledges that the lier securing the Balloon Note is hereby renewed and extended, amended as provided immediately below, and is in full force and effect omil the debt evidenced by this Refinancing Instrument is paid in full.

AMENDMENT OF THE SECURITY INSTRUMENT В.

All of the terms of the Balloon Rider are canceled, null, and void as of the Refinancing Date.

CO-GRANTOR LIABILITY C.

Any party that signs below as a "co-grantor" did not execute the Briton Note but signs below to grant and convey, under the terms of the Security Instrument, such interest as that party may have in the Troperty. Such party is not personally obligated to pay the debt evidenced by this Refinancing Instrument and secured by the Security Instrument (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbeal or make any accommodations with regard to such debt or the Security Instrument (as renewed, extended, and amended hereby) without such party's consent.

D. **FULLY AMORTIZING NOTE**

Borrower's Promise to Pay 1.

In return for a loan that I have received, I promise to pay U.S. \$37,217.13 (this amount is called principal"), plus interest, to the order of Lender. I understand that the Lender may transfer this Note. The Lender or anyone who takes his Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2.

Interest will be charged on unpaid principal on and after the Refinancing Date until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.75 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section D(6)(b) of this Note.

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Initials: 1 8h 1 Form 3269.14 01/97

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Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

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3. Payments

(a) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on August, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2022, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Lasalle Home Mortgage Corporation 4242 N. Harlem Avenue, Norridge, Illinois 60634 or at a different place if required by the Note Holder.

(b) Amount of Monthly Payments

My monthly payment of principal and interest will be in the amount of U.S. \$ 289.31.

4. Borrower's Right to Prepay

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a fv'h prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. Loan Charges

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. Borrower's Failure to Pay as Required

(a) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(b) Default

If I do not pay the full amount of each monthly payment on the date it is ,ue, I will be in default.

(c) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(d) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(e) Payment of Note Holder's Costs and Expenses

Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

If the Note Holder has required me to pay immediately in full as described above, the Note Holder viu have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

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Form 3269.14 01/97

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THE COMPLIANCE SOURCETN

7. **Giving of Notices**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section D(3)(a) above or at a different address if I am given a notice of that different address.

8. Obligations of Persons Under this Note

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. Waivers

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Security Instrument 10.

In addition to the protections giv in to the Note Holder under this Note, the Security Instrument protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Boxrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fail, to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

11. Rights of Transferees

A transferee of this Refinancing Instrument shall have the rights of a "holder in due course" under the Uniform Commercial Code if the transferee took rights under this Refinancing Instrument in good faith, for value, and wi how notice of a claim or defense, and if there has been endorsement and delivery as are required by the Uniform Commercial Code to become a "holder in due course."

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Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN (ORAL) AGREEMENTS BETWEEN THE PARTIES.

	(Seal) <u>Sester Nampton</u> orrower Lester O. Hampton
	(Seal) Stefanie Hampton
-В	(Seal) Marija Macieza Marija Macieza
Lender does not, by its execution hereof, waive any '1gi t it ma	y have against any person not a party hereto.
Accepted by Lender:	C
Lender Name: LaSalle Home Mortgage Corporation	
By: Signature]	Anna Postatore [Signatory's typed name]
Signatory's Title: Assistant Vice President	
(Space Relow This I	Line for Endorsements]

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(page 5 of 6 pages) 3269IL1 02/97

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

UNIT 9661-NW201 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED AS "PARCEL"):

LOTS 21 TO 40 IN BLOCK 2 IN A.G. BRIGGS AND COMPANY'S CRAWFORD GARDENS FIRST ADDITION BEING A SUBDIVISION OF THE NORTH 23 1/2 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10 TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE WEST 1/2 OF VACATED 20 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS WHICH A SURVEY OF SAID PARCEL IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINUM OWNERSHIP MADE BY STANDARD BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 3409 RECORDED IN THE OFFICE OF THE RECORDER OF DEED AS DOCUMENT 22271808 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FORM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALSO TOGETHER WITH AN EASEMENT FOR PARKING PURPOSES IN AND TO PARKING AREA AS DEFINED AND SET FORTH IN SAID DECLARATION AND 750 OFFICE SURVEY

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[Space Below This Line for Accordance with Laws of Jurisdiction)]
STATE OF ILLINOIS COUNTY OF COOK SS.
On June 211999 before me, Maure 1. Edish personally appeared ESTER O. Handlow personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that the executed the same in their authorized capacity, and that by their signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.
Signature Marie T. Crist My Commission Depth 1/2/00

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Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

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To Order Call: (972) 980-2178 • Fax (972) 392-2891

(page 6 of 6 pages)

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Initials: A M. M. Form 3269.14 01/97

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	SS.
COUNTY OF Cook	}
9×	
on June 2 1999 before me, MAURE)	T. Edright, personally appeared STEFALIE HAMPTON
personally known to me to be the person whose name is su	bscribed to the within instrument and acknowledged to me that they
executed the same in their authorized capacity, and that by the the person acted, executed the instrument.	ir signature on the instrument the person or entity upon behalf of which
WITNESS my hand and official seal.	
Signature Manuer T. Europe	"OFFICIAL SEAL" MAUREEN T. ENRIGHT Notary Funder, State of Illinois My Commission Expires 1/2/00
	O _S

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Initials: M M. M. Form 3269.14 01/97

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Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

The Compliance Source To Order Call: (972) 980-2178 • Fax (972) 392-2891

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STATE OF ILLINOIS }SS.	
STATE OF ILLINOIS SS. COUNTY OF STATE OF ILLINOIS	
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	Λ Λ.
on Juse 21 1999 before me, WALLEST. E	Light, personally appeared MARIJA MACIEZA
personally known to me to be the person whose name it, subscrib	ped to the within instrument and acknowledged to me that they
executed the same in their authorized capacity, and that by their sign	ature on the instrument the person or entity upon behalf of which
the person acted, executed the instrument.	
WITNESS my hand and official seal.	4h*
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	M HT
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Signature Management of the Signature	'5
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"OFFICIAL SEAL"	
MALIREEN T. ENRIGHT	
Notary Public, State of Illinois My Commission Expires 1/2/00	
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Illinois Balloon Loan Refinancing Instrument-Single Family-Fannie Mae Uniform Instrument

 Initials: M M. M. Form 3269.14 01/97

(page 6 of 6 pages) 32691L1 02/97

Property of Cook County Clerk's Office

MAUREEN T. ENRIGHT Notory Public, State of littnois My Commission Expires 1/2/00

	[Space Below This Line for A	ccordance with Laws of J	Jurisdiction)]	
STATE OF ILLINOIS COUNTY OF <u>Coo</u> K	Ser }ss			
On <u>U-28-99</u> personally known to me to be executed the same in their author the person acted, executed the i	before me, Shakon S. A the person whose name is subsciprized capacity, and that by their sinstrument.	ribed to the within	instrument and acknowledge	ged to me that they
WITNESS my hand and officia	seal.	4hx		
Signature <u>Sharm x</u>	1. Fanuke	S.HAI	HON S. FANUKE PLOSLIC, STATE OF ILLINOIS INSCION EXPIRES 11/17/2002	
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To Order Call: (972) 980-2178 • Fax (972) 392-2891

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Borrower's Intention/Request Statement

RECEIVED MAY 17 1999 SPECIAL LOANS

Borrower's Notice to Servicer as Required by the Balloon Note Addendum and Balloon Rider

Check one of the 2 boxes on the left
I/We will pay my/our mortgage in full on or before the maturity date.
I//ve elect to exercise my/our reset on and I/we certify that I/we meet (or will meet within 30 days) ell the reset conditions contained in my/our Balloon Note Addendum and Balloon Rider.
Check each of the of owing boxes that apply to your circumstances.
I/We currently own the proper to securing the balloon mortgage.
I/We currently occupy the property recurring the mortgage as my/our Marija Macieza
Primary residence. Second home.
I/We do not have any other liens, defects, encumbrances or adverse matters affecting the title to the property except the balloon mortgage.
We have not filed bankruptcy protection, nor are we under a bankruptcy repayment plan.
I/We cannot pay off my/our mortgage, and would like to reset my/our mortgage. However, I/We do not meet the reset conditions contained in the Balloon Note Addendum and Balloon Reset Rider, so I/we want to know what other options might be available.
Check each of the following boxes that apply to your circumstance.
/We do still own the property securing the mortgage, but do not occupy the property as niv/our primary residence or a second home.
We do have another lien, defect or encumbrance or adverse matter affecting the property securing the mortgage and cannot pay it off or clear it up within 30 days.
IMPORTANT NOTE: Date and sign the certification and acknowledgments on the next page.
99748065

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Borrower Intention/Request Statement

Page 2

By signing this Borrower Intention/Request Statement, I/we certify and acknowledge the following:

- I/We certify that all information provided in this statement is true and correct as of the date set forth opposite my/our signature(s) and acknowledge my/our understanding that any intentional or negligent misrepresentations(s) of the information contained in this statement may result in civil liability and/or criminal penalties. Additionally, false and incorrect information will make the Reset Option null and void and I/we will be required to pay my/our mortgage in full.
- i/We understand and agree that you will obtain the [FREDDIE MAC OR FANNIE MAE] required net yield to calculate the reset note rate (IF I MEET ALL CONDITIONS) as follows:

If you receive my/our statement

- By 2.00 P.M. Manday through Friday (excluding legal holidays), you will obtain the RNY THAT **AFTERNOON**
- After 2.00 P.M. Monday through Friday (excluding legal holidays), you will obtain the RNY no later than The next business to sher the day you have received my/our statement.

Date

Borrower

V. 1. 99 Date

5.16.99_Date

Telephone Number (430) 368-1010

)Evening

Return this statement to:

LaSalle Home Mortgage Corporation Amy Lauksmen 4242 N. Harlem Avenue Norridge, IL 60634

We must receive this statement, PROOF OF OCCUPANCY AND THE CHECK BETWEEN MAY 3, 1999 AND MAY 17, 1999 to be eligible to exercise the reset option.

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