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1999-01-15 14:54:23

Cook County Recorder

47.50

Freddie Loan Number: 709965524 Servicer Loan Number: 939823

#### **BALLOON LOAN MODIFICATION**

(Pursuant to the Terms of the Balloon Note and 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 28 day of SEPTEMBER, 1998

("Borrower") and

FAUL S LUCAS AND CARLA A ARNELL

Mellon Mortgag: Company, a Colorado Corporation, 3100 Travis, Houston, 1X.
77006, (Lender"), a nends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt
(The "Security Instrument"), dated SEPTEMBER 2, 1993 securing the original principal sum of
U.S. 66000.00 as recorded in DOCUMENT 24357554 of the records
of COOK COUNTY, ILLINOIS (2) The Balloon Note bearing the same
Date as, and secured by, the Sec irity Instrument (the "Note) which covers real and personal property
Described in the Security Instrument and defined in the Security Instrument as the "Property", located
At:
1929 SHERMAN AVENUE, # 2W, EVANSTON, IL 60201
The real property being set forth as follows:
TITLE EXCESSIVE SEE ATTACHED:
To evidence the election by the Borrower of the Conditional Right 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 such election, Borrower and Lender agree as rollows (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 OCTOBER 1, 1998 the amount payable under the Note and Security Instrument (The "Unpaid Principal Balance") is U.S. \$ 61,931.37
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 a yearly rate of 7.500 %, beginning
OCTOBER 1,1998 Borrower promises to make monthly payments of principal and interest
payable in U. S. \$ 457.67 beginning on the 1st day of NOVEMBER 1998, and
continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
If on OCTOBER 1, 2023 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Modification, the Borrower will pay
These amounts in full on the Modified Maturity Date.
The Borrower will make such payments at P.O. Box 660311, Dallas, TX 75266-0311 or such other
place as the Lender may require.
4. The Borrower will comply with all other covenants, agreements, and requirements or 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

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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. [To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.] Mellon Borrower By: Borrower ASSISTANT VICE PRESIDENT Date Borrower [Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction] INDIVIDUAL ACKNOWLEDGMENT **COUNTY OF** before me, the undersigned, a Motary Public in and for said State, personally Lucos and Caria H Harlfersonally known to me for Proved to me on the basis of satisfactory evidence] to be me person (s) whose name (s) is/are subscribed to within this instrument and acknowledged to me that he/she/de/devecuted the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s), or the entity upon behalf of which the person (s) acted, executed the instrument "OFFICIAL SEAL" Douglas Z. B. Wist County Notary Public, State of Illinois My Commission Expires 3/18/99 RPORATE ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF HARRIS

On OCTOBER 1. 1998 - before me, a notary public in and for said county, personally appeared , known to me to be the ASSIT V. PRES of wellon

Mortgage Company, a Colorado Corporation, the Corporation that executed the within this instrument and also known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument, on behalf of the corporation herein named and acknowledged to me that such corporation executed the same.

MICHELLE ROWLAND MODI CATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293

COMM. EXP. 02-09-1999





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SCHEDULE A (CONTINUED)

Commitment Number: C-65618

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#### LEGAL DESCRIPTION

UNIT NUMBER 1929-2 "W" IN THE KINGSTON CONDOMINIUM. AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE WEST 200.75 FEET NORTH OF THE NORTH 1/2 OF LOT 10 IN BLOCK 5 IN EVANSTON IN SECTION 18. TOWNSHIP 41 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE KINGSTON CONDOMINIUM ASSOCIATION DATED MARCH 9. 1978 AND RECORDED IN COOK COUNTY. ILLINOIS RECORDER'S OFFICE AS DOCUMENT 24357554, TOGETHER WITH AN UNDIVIDED 4.6318 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) SITUATED IN THE CITY OF EVANSTON, IN COOK COUNTY, ILLINOIS.

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