

UNOFFICIAL COPY 99115042

When Recorded Mail To:
HomeSide Lending, Inc.
Attn: Special Loans Department
7301 Baymeadows Way
Jacksonville, FL 32256

9469/0212 53 001 Page 1 of 4
1999-02-03 14:18:47
Cook County Recorder 27.50



FHLMC Number: 481700099
HomeSide Loan Number: 17458120
S/S 169402



Recorded by
Chicago Abstract, Inc.

(Space Above This Line For Recording Data)

Original

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 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 1st day of JANUARY 1999 between GARY C WISBY ("Borrower") DIVORCED and HomeSide Lending, Inc. ("Lender"), amends and supplements

(1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated DECEMBER 17, 1991, securing the original principal sum of U.S. 57,000.00 and recorded as 91675980 in the Official Record 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

330 RIDGE #G, EVANSTON, IL 60202

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

Pin # 1130 108 059 1001

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 the 1st day of JANUARY 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. 53,197.11.
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 7.25%, beginning the 1st day of JANUARY 1999. The Borrower promises to make monthly principal and interest payments of U.S. \$396.63 beginning on the 1st day of FEBRUARY 1999 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1ST, 2022 (the "Modified

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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 Modified Maturity Date. The Borrower will make such payments at HomeSide Lending, Inc. 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.
- 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, endorsees, guarantors, sureties, and other parties signing the Balloon Note.)

Gary C. Wisby
 _____ (Seal)
 GARY C WISBY
 SS#: 479-50-3986
 Borrower

STATE OF Illinois }
 COUNTY OF Cook }

On 12/15/98 before me, a Notary Public in and for said State, the undersigned personally

appeared Gary C. Wisby
 personally known to me (or provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature Silvia Mendoza

Name SILVIA MENDOZA
(Type or Print)

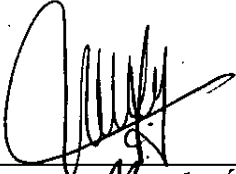


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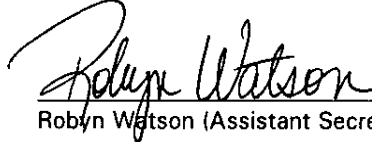
Witness: Marie Stokes



D. Keene (Assistant Vice President)



Witness: Juan Truamillo



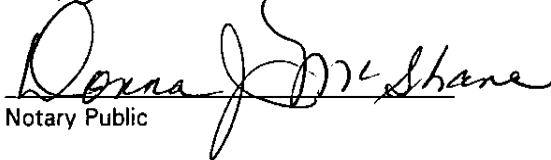
Robyn Watson (Assistant Secretary)

STATE OF FLORIDA }
COUNTY OF DUVAL }

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. Keene and Robyn Watson to me known as Assistant Vice President and Assistant Secretary, respectively of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid the 22nd day of

Dec., 1998.



Notary Public

My Commission expires: 6-15-01



Prepared by: J ALLEN, HomeSide Lending, Inc.
7301 Baymeadows Way, Jacksonville, FL 32256

(Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction)

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UNIT NUMBER 330-G, IN WILLIAMSBURG MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL REAL: LOTS 1 TO 4 IN BLOCK 3 IN AUSTIN'S RIDGE SUBDIVISION OF SOUTH EVANSTON IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27482066 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office