

UNOFFICIAL COPY

99160221

99160221 16 001 Page 1 of 3
1999-02-17 15:20:32
Cook County Recorder 25.50

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



FHLMC Number: 743760042
HomeSide Loan Number: 17510505
8/3 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 MARCH 1999 between ROBERT J LINVILLE ("Borrower") and MARY LINVILLE ("Borrower") HUSBAND AND WIFE, and HomeSide Lending, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated FEBRUARY 3RD, 1994, securing the original principal sum of U.S. 121,000.00, and recorded as 94-173877 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 706 ARLINGTON HEIGHTS S, ARLINGTON HEIGHT, IL 60005 the real property described being set forth as follows:

PIN #03-32-311-051 Vol. 236

LOT 334, LOT 335 AND THE NORTH 8:33 FEET OF LOT LOT 336 IN H. ROY BERRY COMPANY'S LAUDYMONT TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 31 AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 MARCH 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. 99,900.66.
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 MARCH 1999. The Borrower promises to make monthly principal and interest payments of U.S. \$722.09 beginning on the 1st day of APRIL 1999 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1ST, 2024 (the "Modified

3

UNOFFICIAL COPY

FHLMC Number: 743760042
HomeSide Loan Number: 17510505
S/S 169402

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, endorser, guarantors, sureties, and other parties signing the Balloon Note.)

Robert J. Linville (Seal)

ROBERT J LINVILLE Borrower
SS#: 216-66-8386

Mary Linville (Seal)

MARY LINVILLE Borrower
SS#: 326-48-9774

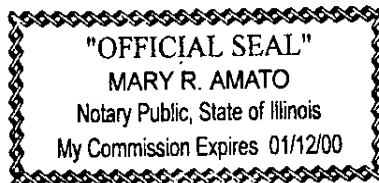
STATE OF Illinois
COUNTY OF Cook

On 1/21/99 before me, a Notary Public in and for said State, the undersigned personally

appeared Robert J. and Mary Linville 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 Mary R. Amato



Name Mary R. Amato
(Type or Print)

99100221

UNOFFICIAL COPY

FHLMC Number: 743760042
HomeSide Loan Number: 17510505
S/S 169402

HomeSide Lending, Inc.
7301 Baymeadows Way
Jacksonville, FL 32256



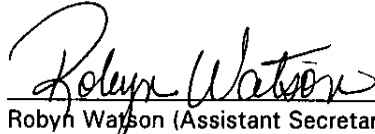
Witness: Eric Holt



Witness: ANNA N. ELSEN



D. Keene (Assistant Vice President)



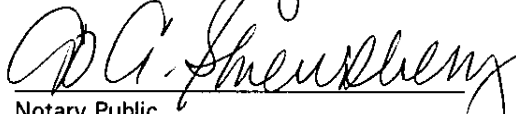
Robyn Watson (Assistant Secretary)

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 5th day of

February, 1999.



Notary Public

NOTARY PUBLIC - STATE OF FLORIDA
JO A. SHREWSBERRY
COMMISSION # CC878013
EXPIRES 10/18/2001
BONDED THRU ASA 1-888-NOTARY1

My Commission expires: _____

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)