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1999-02-22 14:49:35

Cook County Recorder

27.00

When recorded mail to:

⇒ BOX 352

Fleet Mortgage Corp. 2210 Enterprise Drive Florence, SC 29501 Attn: Wendy Buchner

1387615

107018·MFF

Freddie Mac Loa 1 Number: 686455096

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Servicer Loan Number: 73394039

EALLOON 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 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"), r ade this 4th day of January, 1999, between Bernard J. Kowalski and Helen Kowalski, Husband and Wife ("Borrower") and Fleet Mortgage Corp., f/k/a Fleet Real Estate Funding Corp whose address is 2210 Enterprise Drive, Florence, SC, 29501, amends and supplements (1) the Mousige, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 11, 1994, securing the coginal principal sum of U.S. \$168,600.00, and recorded on February 17, 1994 in Book/Liber or as Instrument 94 155490, at page(s), of the Official Records of Cook County, IL; 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 824 South Kennilworth, Oak Park, IL, 60304, the real property described being set forth as follows:

"SEE SCHEDULE A"

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 contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner and occupant of the Property.
- 2. As of March 1, 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$158,170.21.
- 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 yearly rate of 7.125%, beginning March 1, 1999. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1130.56, beginning on April 1, <u>1999,</u>

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MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (10/90) 1 OF 3

and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

If on March 1, 2024 (the "Modified 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 <u>2210 Enterprise Drive</u>, <u>Florence</u>, <u>SC</u>, <u>29501</u> or at such other place as the Lender may require.

- 4. The Bonower 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 premiur is, 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 canceled, bull 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, guaranters, sureties, and other parties signing the Balloon Note.] (Seal) (Seal) (Seal) Helen Kowalski --Borrower BORROWERS NOTARIZATION STATE OF Illinois COUNTY OF Dorothy Linhart On Feb.1, 1999 ___, before me , (Notary Public) personally appeared Bernard J.Kowalski and Helen Kowalskii personally known to me OR proved 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 **SEAL** Notary Public My Commission Expires: OFFICIAL SEAL

DOROTHY LINHART
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 6, 2000

LENDERS NOTARIZATION

(Seal) Andrea McKenzie, Assistant Secretary FLEET MORTGAGE CORP.



STATE OF SOUTH CAROLIJA)

COUNTY OF

FLORENCE)

, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Andrea McKenzie as Assistant Secretary of Fleet Mortgage Corp. and he/she acknowledged that the foregoing instrument was executed for the purposes therein expressed.



i cary Public

My Commission Expires:

Clart's Office

Schedule "A"

The West '50 feet of the South 15 Feet of Lot 6 and the West 150 Feet of the North 25 Feet of Lot 7 in Block 12 in Hulbert's Subdivision of the West Half of Lot 2 in Murphy and Others Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Merid an, (Except the West Half of the South West Quarter) in Cook County, of Coot County Clert's Office Illinois.

PIN #16-18-132-008