UNOFFICIAL COPY 99202218

9966/0101 26 001 Page 1 of 5 1999-03-03 10:34:49 Cook County Recorder 29.00



PLEASE RETURN TO:

Homeside Lending, inc 7301 Baymeadows Way Jacksonville, FL 32256 Attn: Special Loans

Freddie Mac Loan Number: 705861619 Servicer Loan Number: 837655

## BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)
TWO ORIGINAL BALLOON LOAN MODIFICATIONS
MUST BE EXECUTED BY TPF BORROWER:
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"), entered into effectives at cf August 1, 1998, between Antonio C. Otero and Carmen Otero ("Borrower") and Banc One Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure-Debt (the "Security instrument"), dated July 20, 1993, securing the original principal sum of U.S. \$73,500,00, and recorded in Book or L. ber N/A; at page(s) N/A, in instrument 93-643767 in the Records 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 7241 South Christiana Ave. Chicago IL 60629, the real property described being set forth as follows:

LOT 27 IN BLOCK 6 IN FRANK A. MULHOLLAND'S MARLAWN, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.LN.: 19-26-213-014

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (12/95)

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SYB

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 follows (notwithstanding anything to contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner and occupies the Property.
- 2. As of <u>August 1, 1998</u> the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$68,768.52.
- 3. The Socrower 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 7.50%, beginning August 1, 1998. The Borrower promises to make monthly payments principal and interest of U.S. \$508.19, beginning on the set day of September 10, 1998 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2023 (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 p, yments at <u>Banc One Mortgage Corporation</u>, P.O. Box 7700, <u>Indianapolis</u>, <u>IN</u> 46277 or at such other place as the 1 Inder may require.

- 4. 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, escretitems, 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, 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 see fically 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 an Modification.



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(Illinois Acknowledgment)

STATE OF <u>ILLINOIS</u> ) SS COUNTY OF <u>@ O O K</u>)

(Individual Acknowledgment)

BEFCRE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that ANTONIO COPERO and CARMEN OTERO, personally known to me to be the person(s) whose name(s) is/are subscribed to the lovegoing instrument, appeared before me-this day—in-person, and acknowledged to-me-that he/she/they execute? and delivered the same as his/her/their free and voluntary act for the purposes and consideration therein expressed.

THERESA A. NEVER SEAL, this 3 day of July 199

THERESA A. NEVER SEAL SEAL, this 3 day of July 199

THERESA A. NEVER SEAL SEAL, this 3 day of July 199

THERESA A. NEVER A MY COMMISSION EXTRES SEAL February 8, 1999

Notary Public, State of Illinois

STATE OF INCIONA ) SS:

(Corporate Acknowledgm ent)

BEFORE ME, the undersigned authority, on this day personally ar peared Veronica M. Tharp, the Vice President of BANC ONE MORTGAGE CORPORATION, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

day of Septem Cer\_,

Notary Public, State of Indiana

DOMESA & SOURANN
Makey Public, State of Inclines
Julianes County
My Commission Expires Oct. 6, 2001

Prepared by <u>Ethel Peterson</u>

Banc One Mortgage Corporation
132 E. Washington Street
Indianapolis IN 46204

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(Illinois Signature Page)

EXECUTED as of the day and year first above written.

**BORROWER:** 

ANTONIO C OTERO (printed borrower name)

CARMEN OTERO

(printed borrower name)

LENDER

BANC ONE MORTGAGE CORPORATION

By:

Veronica M. Tharp, Vice President

(printed name and title)

(Illinois acknowledgments on next page)

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