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6 2 2011 28 001 Page 1 of 4  
2000-10-02 16:21:16  
Cook County Recorder 51.50

PREPARED BY MABRY & KING  
~~AFTER RECORDING, RETURN TO:~~  
BANK UNITED  
3200 SOUTHWEST FREEWAY, DROP PT. 1318  
HOUSTON, TEXAS 77027  
ATTN: Bridget Boyd  
(713) 543-5454



5847814



Recording Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

Servicer Loan Number **9017559**  
Investor Loan Number

**MODIFICATION OF DEED OF TRUST  
BALLOON LOAN MODIFICATION AGREEMENT**

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)  
**TWO ORIGINAL BALLOON LOAN MODIFICATIONS  
MUST BE EXECUTED BY THE BORROWER:  
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND  
ONE ORIGINAL TO BE RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1<sup>ST</sup> day of September, 2000, between Holly A. Bachara ("Borrower"), 15727 Peggy Lane Unit 5, Oak Forest, IL 60452 and Bank United, 3200 Southwest Freeway, 13<sup>th</sup> Floor, Houston, Texas 77027 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 1, 1993, securing the original principal sum of U.S. \$62,900.00, and recorded on September 10, 1993 in/under Instrument No. 93726680 of the Official 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 15727 Peggy Lane Unit 5, Oak Forest, IL 60452 the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES;**

**PIN #28-17-402-021**

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 August 1, 2000 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$57,074.70.
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 reset note rate of 8.75%, beginning September 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$480.92 beginning on the 1st day of October, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 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 payments at 3200 Southwest Freeway, 13<sup>th</sup> Floor, Houston, Texas 77027 or at such other place as the Lender may require.

SNO  
PH  
SNO  
MYA

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- 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, 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, 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 and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument]

8/15/00  
Date

Holly A. Bachara  
Holly A. Bachara

\_\_\_\_\_  
Date

**BANK UNITED**  
Lender

By: H. Marc Helm

H. Marc Helm  
Senior Vice President of Loan Administration Bank United

Date: 8/29/00

[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

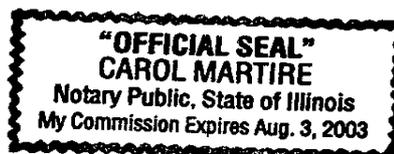
STATE OF Illinois

COUNTY OF Cook

On this 15th day of August, 2000, before me personally came **Holly A. Bachara** to be known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

My commission expires Aug 3, 2003

Carol Martire  
Notary Public Signature



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[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

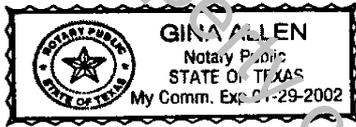
STATE OF TEXAS

COUNTY OF HARRIS

On this 29th day of August, 2000, personally came before me Gina Allen, Notary Public for said County and State, **H. Marc Helm**, says that he is **Senior Vice President of Bank United**, and that this instrument was acknowledged that said writing to be the act and deed of said corporation.

My commission expires 1-29-02

Gina Allen  
Notary Public Signature



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**UNOFFICIAL COPY****EXHIBIT "A"**

UNIT 7-5 IN SHIBUI SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR SHIBUI SOUTH CONDOMINIUM, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 1, 1984, AND KNOWN AS TRUST NUMBER 61991, RECORDED ON MARCH 5, 1993 AS DOCUMENT 93168945, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED MARCH 26, 1993 AS DOCUMENT 93226968, AND AS FURTHER AMENDED BY SECOND AMENDMENT THERETO RECORDED MAY 28, 1993 AS DOCUMENT 93406015, AS FURTHER AMENDED BY THIRD AMENDMENT THERETO RECORDED JUNE 10, 1993 AS DOCUMENT 93441546, AS FURTHER AMENDED BY FOURTH AMENDMENT RECORDED AUGUST 3, 1993 AS DOCUMENT 93603293, AS FURTHER AMENDED BY FIFTH AMENDMENT RECORDED AUGUST 10, 1993 AS DOCUMENT 93626496, AND AS FURTHER AMENDED BY AMENDMENT RECORDED AUGUST 26, 1993 AS DOCUMENT 93678418 IN THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID LAND SET FORTH IN THE DECLARATION OF CONDOMINIUM. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

**U05847815-01**MORTGAGE MODIFIC  
REF# 20033924  
US Recordings

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