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2000-01-05 14:01:07
Cook County Recorder 51.50

AFTER RECORDING, RETURN TO:
MABRY & KING, L.L.P.
5373 W. ALABAMA, SUITE 510
HOUSTON, TEXAS 77056
ATTN: NORA JIMENEZ



417997 1/1

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Loan No. 6248824

BP
AK

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the **1st day of November, 1999**, between **Paulette A. Larrieu and spouse, Donald Larrieu** ("Borrowers") and Bank United ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt dated **April 25, 1995**, filed for record in the Official Public Records of Real Property of Cook County, on **April 28, 1995** in/under **Document No. 95 285 177** (the "Security Instrument") and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **14411 South Michigan, Riverdale, IL 60627**, the real property described being set forth as follows:

LOT 38 AND THE NORTH 5 FEET OF LOT 37 IN BLOCK 86 IN IVANHOE UNIT NO. 5, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

29-04-422-045

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **September 27, 1999**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$65,050.76**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 the yearly rate of **7.375%**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$449.29**, beginning on the **1st day of November, 1999** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2029** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Bank United, Workout Dept., 3200 Southwest Freeway, Suite 1402, Houston, Texas 77027, or at such place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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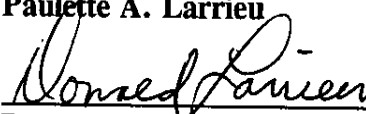
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

LENDER:
BANK UNITED

BY: 
Name: M. S. FARLEY
Title: VICE-PRESIDENT

BORROWER:

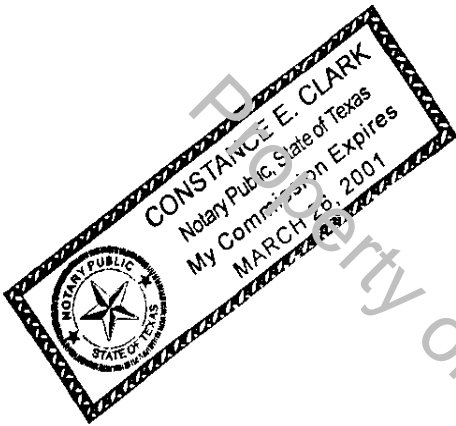

Paulette A. Larrieu

Donald Larrieu

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THE STATE OF TEXAS
COUNTY OF HARRIS

I certify that on NOVEMBER 19 1999, M. S. FARLEY personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Vice President of Bank United, the entity name in this instrument; and,
- (c) executed this instrument as the act of the entity name in this instrument.



Constance E. Clark

NOTARY PUBLIC - STATE OF TEXAS

(printed name of Notary Public)

Commission expires: _____

County of Cook County Clerk's Office

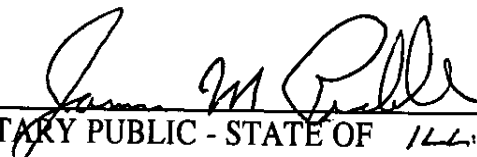
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THE STATE OF ILLINOIS

COUNTY OF Cook

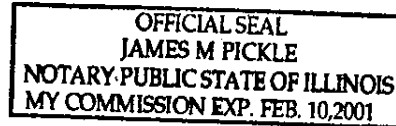
I certify that on OCT 1, 1999, Paulette A. Larrieu personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.


NOTARY PUBLIC - STATE OF ILL.

(printed name of Notary Public)

Commission expires: _____

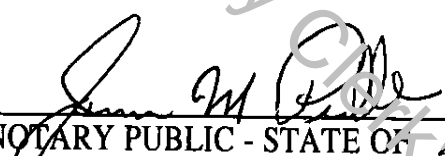


THE STATE OF ILLINOIS

COUNTY OF Cook

I certify that on OCT 1, 1999, Donald Larrieu personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.


NOTARY PUBLIC - STATE OF ILL.

(printed name of Notary Public)

Commission expires: _____



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