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Cook County Recorder 51.50



MODIFICATION TO MORTGAGE/NOTE

Loan No. 9896937



AFTER RECORDED RETURN TO:  
BANK UNITED  
3200 SOUTHWEST FREEWAY, PT1545  
HOUSTON, TEXAS 77027  
ATTN: KAREN JOHNSON

This agreement is made on **NOVEMBER 19, 1999**, between **TANYA D. JOHNSON, AN UNMARRIED WOMAN**, (herein "Borrower") and **BANK UNITED**, (herein "Lender"), whose loan servicing address is **P.O. BOX 2824, HOUSTON, TX 77252-2824**, for a Modification of that certain Mortgage and Note executed on **NOVEMBER 17, 1994**, in favor of **BANK UNITED OF TEXAS FSB** and any previous modification(s) thereof, said Note being in the original principal amount of **\$72,900.00**, said Mortgage having been recorded in the Official Records of Real Property of **COOK** County, ILLINOIS, **FILE# 94-989223**, covering property described as follows:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

WHEREAS, Borrower and Lender desire that the Mortgage and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

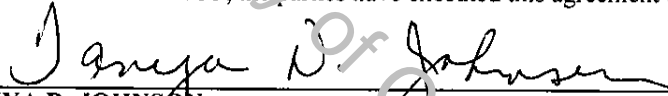
1. **PRINCIPAL AMOUNT DUE:** Borrower acknowledges that the principal balance due on the Note after the **JANUARY 1, 2000** payment, will be **\$69,865.81**, plus accrued interest.
2. **PAYMENT AMOUNT:** Beginning on **FEBRUARY 1, 2000**, each monthly payment of principal and interest will be in the amount of **\$533.46**, until **DECEMBER 1, 2024**, when the entire sum of unpaid principal and interest shall be paid in full. This amount shall be applied to principal, interest, and other items in the order described in the Security Instrument.
3. **INTEREST RATE**  
A. Modification  
The Interest rate provided in the Note is hereby modified to be **7.875%**. The late charge therein provided is modified to be **5.000%** of any monthly installment not received within **Fifteen** days after the installment is due.
4. **WARRANTY:** Borrower covenants and warrants that the said Deed of Trust is a lien upon the real estate described above and the same is carried forward renewed and extended.
5. The following provisions are forever canceled, null and void:
  - 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.
6. **NO OTHER MODIFICATION:** Except as provided above, the said Mortgage and Note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Note and Mortgage not modified are hereby ratified and confirmed in all respects, and Borrower promises to pay the aforesaid sum with interest and in the manner stated above.

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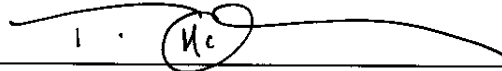
7. RELEASE AND WAIVER OF OTHER CLAIMS: In consideration of the modification of certain provisions of the Note and Security Instrument, all as herein provided, and the other benefits received by Borrower hereunder, Borrower hereby RELEASES, RELINQUISHES, and forever DISCHARGES Lender, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind of character, whether known or unknown, which Borrower may have against Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Note and the Security Instrument occurring prior to the date hereof, including any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender, and its predecessors, successors, assigns, agents, officers, directors, employees, and representatives, including any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully acceleration the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law.

This Agreement is not binding, in whole or in part, on LENDER until executed by LENDER.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

  
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TANYA D. JOHNSON

BANK UNITED



By: TERRY McFARLAND

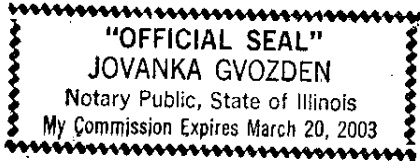
Its: MANAGER OF WHOLESALE ASSETS

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# UNOFFICIAL COPY

STATE OF ILLINOIS, COOK County ss:

This instrument was acknowledged before me on 2 day of December 1999 by TANYA D. JOHNSON, AN UNMARRIED WOMAN.



Jovanka Gvozden  
JOVANKA GVOZDEN Notary Public  
Printed Name of Notary Public

STATE OF TEXAS

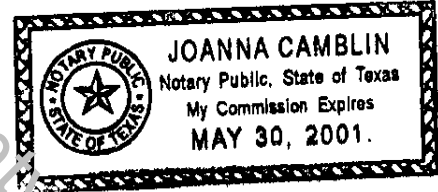
SS:

COUNTY OF HARRIS

This instrument was acknowledged before me on this 3rd day of December 1999 by TERRY McFARLAND, MANAGER OF WHOLESALE ASSETS of BANK UNITED, on behalf of said corporation.

Joanna Camblin  
NOTARY PUBLIC, STATE OF TEXAS  
Commission Expiration Date May 30, 2001

Prepared by: Bank United, 3200 SOUTH WEST FREEWAY, PT1545, HOUSTON, TEXAS 77027, 713-543-5826



Property of Cook County Clerk's Office

EXHIBIT A

LOT 24 IN PANAZZO'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST  
1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29,  
TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN  
ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE  
REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 19,  
1956 AS DOCUMENT NUMBER 1,708,298

Property of Cook County Clerk's Office