

UNOFFICIAL COPY

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8/21/0033 25 001 Page 1 of 9
2001-01-24 09:53:34
Cook County Recorder 37.00



0010059897

After Recording Return To:
First American Loss Mitigation Services, Inc.
[Company Name]

Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

When Recorded Return To:
First American Title Insurance Co.
3 First American Way
Santa Ana, CA 92707

At: Loan Modification Dept.
413189

[Space Above This Line For Recording Data]

Loan No.: 6224171

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of December, 2000, between Juli A. Lozanovski, divorced ("Borrower") and Bank United ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 16, 1993 and recorded in Book/Liber N/A, Page N/A, Instrument No. 93574876, of the Official Records of Cook County, Illinois, [Name of Records] [County and State, or other Jurisdiction] and (2) the Note in the original principal sum of U.S. \$ 80,000.00, 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 17921 Lorenz Avenue, Lansing, Illinois 60438

[Property Address]

Initials J.H. Initials J.H. Initials J.H. Initials J.H.

See p-9
SM
EC

Loan No.: 6224171

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 December 1st, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 78,094.82, 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 8.000%, from December 1st, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 622.84, beginning on the 1st day of January, 2001, 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 "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, 3200 Southwest Freeway, Suite 1402, Houston, Texas 77027 or at such other 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.

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 this 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 this 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 canceled, null and void, as of the specified date 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 partly 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.

Initials *JN* Initials *JH* Initials *JH* Initials *JH*

Loan No.: 6224171

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.

Bank United _____ (Seal)
-Lender

Julia A. Lozanovski (Seal)
Julia A. Lozanovski -Borrower
AKA. Julia Hamilton

-Borrower

-Borrower

By: *M. S. Farley*
M. S. Farley

-Borrower

Its: Vice-President _____

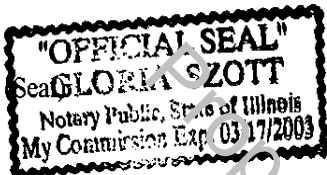


[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

The foregoing instrument was acknowledged before me 12/18/00, [date],
by Juli A. Lozanovski
[name of person acknowledged].



12-18-2000
Gloria Szott
GLORIA SZOTT
Notary Public, State of Illinois
My Commission Expires: 3-17-2003

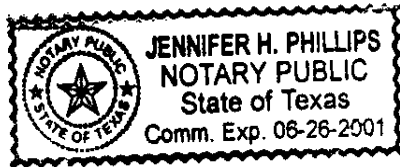
LENDER ACKNOWLEDGMENT

State of TEXAS §
County of HARRIS §

The foregoing instrument was acknowledged before me this 28 2000 [date], by
M. S. Farley, Vice-President [name of officer or agent],
[title of officer or agent] of Bank United, on behalf of said entity.

(Seal)

Jennifer H. Phillips
Notary Public, State of Texas
My Commission Expires: 6/26/01



Loan No.: 6224171

EXHIBIT "A"

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF LANSING, AND DESCRIBED AS FOLLOWS:

LOT 5 IN BLOCK 7, IN THE RESUBDIVISION OF LOTS 2, 3, 6, AND 7 AND OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 AND 5 IN LANSING GARDENS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, AND OF A PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION FILED IN THE OFFICE OF THE REGISTRAR OF TITLES, FEBRUARY 13, 1924 AS DOCUMENT NUMBER 207008, IN COOK COUNTY, ILLINOIS.

A.P. NO.: 3031213005

Property of Cook County Clerk's Office

TRUTH IN LENDING DISCLOSURE STATEMENT

UNOFFICIAL COPY

LOAN NO: 6224171
 CREDITOR: BANK UNITED
 PROPERTY: 17921 LORENZ AVENUE, LANSING, ILLINOIS 60438

100-9897

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
8.178 %	\$ 92,424.98	\$ 76,984.27	\$ 169,409.25	\$ N/A
				\$ N/A

Your monthly payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
271	\$ 622.84	01/01/2001						
1	\$ 619.61	08/01/2023						

Construction Loan: If checked, this loan provides for interest-only payments during the construction period. Beginning you will make periodic interest-only payments during the construction period, followed by payments of principal and interest as scheduled above.

Variable Rate: If checked, this loan contains a variable feature. Disclosures about the variable rate feature were provided to you earlier. Disclosures about the variable rate feature are provided in the attached Variable Rate Disclosure Addendum.

Assumption: Someone buying your property: cannot, unless otherwise provided by federal law, may, subject to conditions, be allowed to assume the remainder of the loan on the original terms.

Security: You are giving a security interest in:
 the property being purchased your property.

Late Charge: If a payment is not received by the end of 15 days after the date it is due, you will be charged 4.000% of the over due payment payment of principal and interest, but not less than U.S. \$ N/A and not more than U.S. \$ N/A.

Prepayment: If you pay this loan early you may will not have to pay a penalty. If you pay off an FHA insured loan, on a date other than the regular installment date, you may be assessed interest charges until the end of the month. You may be or will not be entitled to a refund of part of the finance charge.

Deposit: If checked, the annual percentage rate does not take into account your required deposit.

See your contract documents for any additional information about non payment, default, any required payment in full before the schedule date, and any prepayment refunds.

Property Insurance: Property insurance is required on this loan. Flood insurance may be required if the property is located in an area designated as an area having special flood hazards. You may obtain property insurance and, if required, flood insurance from anyone you want that is acceptable to Creditor.

Credit Insurance: Credit Life insurance and/or credit disability insurance:
 is not required to obtain credit from Creditor and will not be provided by Creditor
 is not required to obtain credit from Creditor, but will be provided by Creditor if you request the insurance and agree to pay the additional cost by signing below next to the coverage you want. No such insurance will be in force until the terms of your insurance contract have been fulfilled.
 is required to obtain credit from Creditor, but will not be provided by Creditor.
 is required to obtain credit from Creditor and will not be provided by Creditor, as shown below.

Type	Premium	Term	Signature(s)
Single/joint Credit Life	\$	mos.	I/We want credit life insurance at the stated premium. _____
Single/Joint Credit Disability	\$	mos.	I/We want credit disability insurance at the stated premium. _____
Single Credit Life and Disability	\$	mos.	I/We want credit life and disability insurance at the stated premium. _____

Filing Fee: \$ 25.00 (e)
 "e" means estimate

All dates and numerical disclosures except the late payment disclosures are estimates

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ABOVE.

Julia A. Lozanoski 12/18/00 _____ (Borrower) (Date)
Julia A. Hamilton _____ (Borrower) (Date)

NOTE: Payments shown above do not include reserve deposits for taxes, property or flood insurance.

ITEMIZATION OF AMOUNT FINANCED

Loan No.: 6224171

Loan Amount: \$ 78,094.82

Borrower(s): Juli A. Lozanovski

Creditor:
Bank United

Property Address:

17921 Lorenz Avenue
Lansing, Illinois 60438

AMOUNT GIVEN TO YOU DIRECTLY: \$ 0.00

AMOUNT PAID ON YOUR ACCOUNT: \$ 0.00

AMOUNT PAID TO OTHERS ON YOUR BEHALF: \$ 0.00

PREPAID FINANCE CHARGE:

808 Processing Fee \$1,110.55

\$1,110.55

AMOUNT FINANCED: \$76,984.27

The above Itemization of Amount Financed is made pursuant to the requirements of the Truth-In-Lending Simplification Act.

Juli A. Lozanovski N.K.A. Juli A. Hamilton 12-18-00
Juli A. Lozanovski (Borrower) (Date) Juli A. Hamilton (Borrower) (Date)

(Borrower) (Date) (Borrower) (Date)

Loan #: 6224171

ERROR AND OMISSIONS/COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deems necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

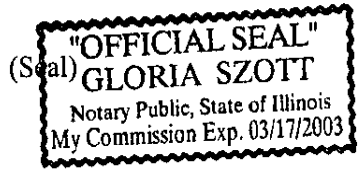
Dated effective this 18th day of December, 2000.

Juli A. Lozanovski (Seal) N.K.A. Juli A. Hamilton (Seal)
-Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

State of: Illinois §
County of: Cook §

The foregoing instrument was acknowledged before me on 12-18, 2000 [date],
By Juli A. Lozanovski [name of person acknowledged].



Gloria Szott
GLORIA SZOTT
Notary Public, State of Illinois

My Commission Expires: 3-17-2003

Loan #: 6224171

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTIONED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of the Notice on or before the execution of the "Loan Agreement". "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodations.

Julia A. Lozanovski (Seal)
Julia A. Lozanovski -Borrower

Julia A. Hamilton (Seal)
Julia A. Hamilton -Borrower

(Seal)
- Borrower

(Seal)
Borrower