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5/06/00 7 88 001 Page 1 of 4

2001-07-26 09:18:06

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: Lea Jones  
(713) 543-5556



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

07628634

Servicer Loan Number 3598422

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 June, 2001, between Levi B. Moore, Jr., A Single Person ("Borrower"), 540 N. Lake Shore Drive #603, Chicago, IL 60611 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 May 13, 1994, securing the original principal sum of U.S. \$5129,250.00, and recorded on May 16, 1994 in/under Instrument No. 94439258 of the Official records of Cook County, Chicago; 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 540 N. Lake Shore Drive #603, Chicago, IL 60611 the real property described being set forth as follows:

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

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 May 8, 2001 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$118,203.24.
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 7.50%, beginning June 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$899.99 beginning on the 1st day of July, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2024 (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.

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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.

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]

5/16/01  
Date

Levi B. Moore, Jr.  
Levi B. Moore, Jr.

\_\_\_\_\_  
Date

BANK UNITED  
Lender

By: H. Marc Helm

H. Marc Helm

Senior Vice President of Loan Administration Bank United

Date: 5-23-01

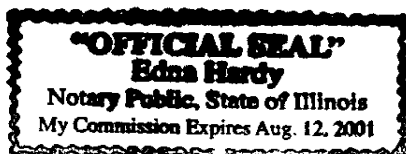
[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF

COUNTY OF

On this 16<sup>th</sup> day of May, 2001, before me personally came Levi B. Moore, Jr. 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 08/12/01



Edna Hardy  
Notary Public Signature

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Page 3 of 4

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

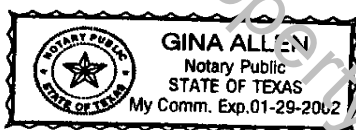
STATE OF TEXAS

COUNTY OF HARRIS

On this 23<sup>RD</sup> day of May, 2001, 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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## EXHIBIT "A"

Unit 603 in 540 North Lake Shore Drive Condominium as delineated on survey of Lots 29 (except that portion taken for street purposes in Case 82L11163) and Lot 30 and the West 1/2 of Lot 43 in Circuit Court Partition of the Ogden Estate Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 11, 1980 and known as Trust Number 49037 and recorded in the Office of the Recorder of Deeds as Document Number 92468797 and amended by amendments recorded on January 15, 1993 as Document 93038217 and August 3, 1993 as Document 93604022 together with an undivided .7293 percentage interest in said parcel (excepting therefrom all the property and space comprising all the units thereof as defined and set forth in said declaration and survey).

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.



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DOT MODIFICATION  
REF# 20076480  
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