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2001-08-27 16:15:17
Cook County Recorder 47.50

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



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



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Servicer Loan Number 3452927
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 1ST day of **December, 2000**, between **Jerry A. Siaser ("Borrower")**, 1433 W. Elmdale Ave. #2, Chicago, IL 60640 and Bank United, 3200 Southwest Freeway, 13th Floor, Houston, Texas 77027 ("Lender"), amends and supplements (1) the Mortgage Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **November 15, 1993**, securing the original principal sum of U.S. \$75,600.00, and recorded on **November 29, 1993** in/under **93-966139** 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 **1433 W. Elmdale Ave. #2, Chicago, IL 60640** the real property described being set forth as follows:

UNIT 1433-2N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MANCHESTER COMMONS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 91434379, IN THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Tax ID# 14053010281002 Permanent Index 14-05-301-028-1002

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 **November 1, 2000** the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$68,874.35**.
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 **8.50%**, beginning **December 1, 2000**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$568.96** 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 **December 1, 2023** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the

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MJK

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
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Property of Cook County Clerk's Office

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Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 3200 Southwest Freeway, 13th 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]

16 Nov 00
Date

Jerry A. Staser
Jerry A. Staser

Date

BANK UNITED
Lender

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

Date: 11-28-00

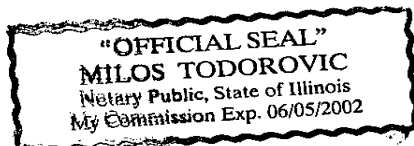
[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF

COUNTY OF

On this 16th day of November, 2000, before me personally came Jerry A. Staser 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 06/05/2002



Milos Todorovic
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 28th day of November, 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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