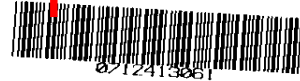


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Prepared by:
Cindy Caldarelli
BankUnited, FSB
7815 N.W. 148th Street
Miami Lakes, Florida 33016

Doc#: 0712413061 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2007 11:17 AM Pg: 1 of 5

Loan No. 4713111

RETURN TO:
CAMNER, LIPSITZ AND POLLER P.A.
SUITE #700
550 BILTMORE WAY
CORAL GABLES, FL 33134

LOAN MODIFICATION AGREEMENT [7/1 INTERESTSMART]

This Loan Modification Agreement (the "Modification Agreement") made this 14 day of September, 2006, by and between **DIANE F. SARTAIN AND JOHN L. SARTAIN, WIFE AND HUSBAND**, whose address is 1492 Willow Avenue Des Plaines, Illinois 60016, hereinafter whether one or more the "Mortgagor") and **BANKUNITED, FSB**, whose address is 7815 N.W. 148th Street, Miami Lakes, Florida 33016 (the "Mortgagee") amends and supplements the following instruments:

- (i) That certain mortgage, deed of trust or deed to secure debt dated December 23, 2005, and recorded on January 11, 2006 in Official Records Book _____, Page _____, Instrument No. 0601143223 (the "Security Instrument") in Cook County, Illinois, encumbering the following real property (the "Property"):

Property Address: 1492 Willow Avenue Des Plaines, Illinois 60016.

The southwesterly 45.37 feet of the southeasterly 59.50 feet of the northwesterly 476.00 feet and the southeasterly 27.00 feet of the northwesterly 746.00 feet (except the southwest 103.66 feet thereof) all being of Lots 45-51 both inclusive taken as a tract in block 8 in Desplaines center being a subdivision in section 17 township 41 north range 12 east of the third principal meridian in Cook County, Illinois. TAX ID NO. (PIN NO.) 09-17-205-090-0000

- (ii) The promissory note bearing the same date as and secured by the Secured Instrument (the "Note").

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

- As of October 31, 2006, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$200,673.16, consisting of the amount(s) loaned the Borrower by the Lender and interest capitalized to date. **IN THE EVENT THAT BORROWER HAS MADE ANY ADDITIONAL PAYMENTS TO PRINCIPAL PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, SUCH PAYMENTS TO PRINCIPAL WILL BE APPLIED TO REDUCE THE UNPAID PRINCIPAL BALANCE.**
- The Mortgagor promises to pay the Unpaid Principal Balance, plus interest, to the order of Mortgagee in the form of check, cash or money order in accordance with the terms of and conditions of Exhibit "A" attached hereto and made a part hereof. All references to the term "Note" in Exhibit "A" shall be deemed a reference to the Note as modified by this Agreement.
- Nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and the Security Instrument. Except as otherwise specifically provided in this Modification Agreement, the Note and Security Instrument will remain unchanged and the Mortgagor and Mortgagee will be bound by and comply with all of the terms and provisions thereof as amended by this Modification Agreement. In the event of any inconsistency between the terms of the Note and the terms of this Modification Agreement, the terms of this Modification Agreement shall govern.

IN WITNESS WHEREOF, this Loan Modification Agreement is entered into as of the date first appearing above.

MORTGAGOR:

DIANE F. SARTAIN

JOHN L. SARTAIN

st
Ray

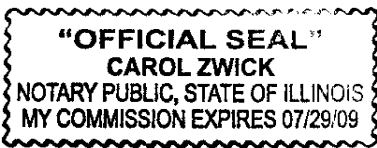
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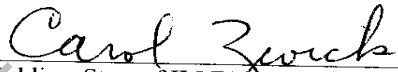
MORTGAGEE
BANKUNITED, FSB

By: 
ADAM EISENMAN, VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me, this 20th day of SEPT, 2006 by DIANE F. SARTAIN AND JOHN L. SARTAIN, WIFE AND HUSBAND. He/She/They is/are personally known to me [or has/have produced DRIVER'S LICENSE as identification].

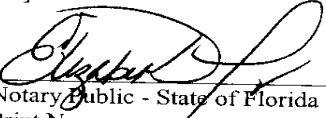



Notary Public - State of ILLINOIS
Print Name: CAROL ZWICK
My commission expires: 7-29-09

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, this 20 day of October, 2006 by as ADAM EISENMAN, Vice President of BankUnited, FSB. He/she is personally known to me [or has produced _____ as identification].




Notary Public - State of Florida
Print Name: _____
My commission expires: _____

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EXHIBIT "A"

1. INTEREST

Interest will be charged on unpaid principal until the full amount of Unpaid Principal Balance has been paid. Effective as of the date hereof, Mortgagor will pay interest at a yearly rate of 7.125%. The interest rate Mortgagor will pay may change in accordance with Section 4 herein.

The interest rate required by this Section 2 and Section 4 below is the rate Mortgagor will pay both before and after any default described in Section 7(B) below.

3. PAYMENTS

(A) Time and Place of Payments

Mortgagor will make a payment on the first day of every month, beginning on November 1, 2006. Before the First Principal and Interest Payment Due Date as described in Section 4 below, Mortgagor's payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, Mortgagor will pay principal and interest by making a payment every month as provided below.

Mortgagor will make its monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 below. Mortgagor will make these payments every month until Mortgagor has paid the entire principal and interest and any other charges described below that Mortgagor might owe under the Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on January 1, 2036, Mortgagor still owes amounts under the Note, Mortgagor will pay those amounts in full on that date, which is called the "Maturity Date."

Mortgagor will make Mortgagor's monthly payments at 7815 N.W. 148th Street, Miami Lakes, Florida 33016 or at a different place if required by Mortgagee.

(B) Amount of Mortgagor's Initial Monthly Payments

Mortgagor's monthly payment will be in the amount of U.S. \$1,191.50 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 below in substantially equal installments by the Maturity Date. Mortgagee will notify Mortgagor prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in Mortgagor's monthly payment will reflect changes in the unpaid principal of Mortgagor's loan and in the interest rate that Mortgagor must pay. Mortgagee will determine Mortgagor's new interest rate and the changed amount of Mortgagor's monthly payment in accordance with Section 4 or 5 below.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate Mortgagor will pay will change to an adjustable interest rate on October 1, 2013, and the adjustable interest rate Mortgagor will pay may change on that day every 12th month thereafter. The date on which Mortgagor's initial fixed interest rate changes to an adjustable interest rate, and each date on which Mortgagor's adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, Mortgagor's adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market (LIBOR), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, Mortgagee will choose a new index that is based upon comparable information. Mortgagee will give Mortgagor notice of this choice.

(C) Calculation of Changes

Before each Change Date, Mortgagee will calculate Mortgagor's new interest rate by adding Two and Three Quarter percentage points (2.75%) to the Current Index. Mortgagee will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be Mortgagor's new interest rate until the next Change Date.

Mortgagee will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Mortgagor is expected to owe at the Change Date in full on the Maturity Date at Mortgagor's new interest rate in substantially equal payments. The result of this calculation will be the new amount of Mortgagor's monthly payment.

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(D) Limits on Interest Rate Changes

The interest rate Mortgagor is required to pay at the first Change Date will not be greater than 12.125% or less than 2.75%. Thereafter, Mortgagor's adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest Mortgagor has been paying for the preceding 12 months. Mortgagor's interest rate will never be greater than 12.125%.

(E) Effective Date of Changes

Mortgagor's new interest rate will become effective on each Change Date. Mortgagor will pay the amount of Mortgagor's new monthly payment beginning on the first monthly payment date after the Change Date until the amount of Mortgagor's monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in Mortgagor's interest rate and/or monthly payment, Mortgagee will deliver or mail to Mortgagor a notice of such change. The notice will include information required by law to be given to Mortgagor and also the title and telephone number of a person who will answer any question Mortgagor may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of Mortgagor's first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor that exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the Principal Mortgagor owes under the Note or by making a direct payment to Mortgagor. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. MORTGAGOR'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If Mortgagee has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, Mortgagor will pay a late charge to Mortgagee. The amount of the charge will be 5.00% of Mortgagor's overdue payment of interest, during the period when Mortgagor's payment is interest only, and of principal and interest thereafter. Mortgagor will pay this late charge promptly but only once on each late payment.

(B) Default

If Mortgagor does not pay the full amount of each monthly payment on the date it is due, Mortgagor will be in default.

(C) Notice of Default

If Mortgagor is in default, Mortgagee may send Mortgagor a written notice telling Mortgagor that if Mortgagor does not pay the overdue amount by a certain date, Mortgagee may require Mortgagor to pay immediately the full amount of Principal that has not been paid and all the interest that Mortgagor owes on that amount. That date must be at least 30 days after the date on which the notice is mailed to Mortgagor or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when Mortgagor is in default, Mortgagee does not require Mortgagor to pay immediately in full as described above, Mortgagee will still have the right to do so if Mortgagor is in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If Mortgagee has required Mortgagor to pay immediately in full as described above, Mortgagee will have the right to be paid back by Mortgagor for all of its costs and expenses in enforcing the Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Mortgagor under the Note will be given by delivering it or by mailing it by first class mail to Mortgagor at the Property Address above or at a different address if Mortgagor gives Mortgagee a notice of Mortgagor's different address.

Unless Mortgagee requires a different method, any notice that must be given to Mortgagee under the Note will be given by mailing it by first class mail to Mortgagee at the address stated in Section 3(A) above or at a different address if Mortgagor is given a notice of that different address.

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8. OBLIGATIONS OF PERSONS UNDER THE NOTE

If more than one person signs the Note, each person is fully and personally obligated to keep all of the promises made in the Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of the Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of the Note, is also obligated to keep all of the promises made in the Note. Mortgagee may enforce its rights under the Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note.

9. WAIVERS

Mortgagor and any other person who has obligations under the Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require Mortgagee to demand payment of amounts due. "Notice of Dishonor" means the right to require Mortgagee to give notice to other persons that amounts due have not been paid.

Property of Cook County Clerk's Office