



Doc#: 0725439067 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2007 10:15 AM Pg: 1 of 3

RECORD & RETURN TO:

BankUnited, FSB
7815 NW 148 St.
Miami Lakes, FL 33016
Attention: Modification Department

Loan No. 4699567



FUTURE ADVANCE AND MODIFICATION OF NOTE AND MORTGAGE

THIS FUTURE ADVANCE AND MODIFICATION OF NOTE AND MORTGAGE (the "Agreement") executed this 15th day of June, 2007, by and between **MICHAEL T. MANNING, AN UNMARRIED MAN** whose address is 1340 North Greenview Ave., Chicago, IL 60622, (hereinafter referred to as the "Borrower" or "Mortgagor") and **BANKUNITED, FSB**, whose address is 7815 NW 148th Street, Miami Lakes, Florida 33014, (the "Lender" or "Mortgagee").

RECITALS:

A. On December 15, 2005, **BORROWER** executed and delivered to **MORTGAGEE** a Promissory Note in the original principal amount of \$ 447,000.00, (the "Note"). The Note is secured by:

A Mortgage dated December 15, 2005 and recorded on January 26, 2006, in O.R. Book _____, at Page _____, as Instrument No. 0602602114, in the Public Records of Cook County, Florida (the "Mortgage"), encumbering the real property described in such Mortgage and legally described as follows:

Lot 10 in Southworth's Subdivision of the North 1/2 of Block 11 in the Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Pin # 17-05-116-055-0000

(The Mortgage and all other security instruments executed in connection with the Note are hereinafter collectively referred to as the "**Collateral Documents**"); and

B. The Mortgage secures repayment of the Note and encumbers the property described in the Mortgage (the "Property"); and

C. The outstanding principal balance of the Note as of July 1, 2007 is \$478,866.00.

D. **BORROWER** has requested **MORTGAGEE** to advance additional funds in the amount of \$ 9,000.00 (the "Future Advance"), which are to be secured by the Mortgage; and

WHEREAS, the Lender has agreed to advance additional funds and modify the terms of the Mortgage as modified by this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

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2. This Agreement shall evidence an additional loan of \$9,000.00 to Borrower which is secured by the Mortgage and which is added to Note and Borrower promises to pay as part of and in accordance with the terms of the Note.
3. Borrower ratifies and acknowledges and confirm that as of July 1, 2007 it is indebted to Lender pursuant to the Note and the Future Advance pursuant to this Agreement in the aggregate principal amount of \$487,866.00, plus accrued and unpaid interest free of any defenses, setoffs or counterclaims.
4. Any reference in the Mortgage to the term "Note" shall hereinafter be a reference to the Note as increased by the Future Advance.
5. Except as specifically modified hereby, all of the terms, covenants and conditions of the Mortgage and the Note remain in full force and effect and are hereby ratified and confirmed.
6. This Agreement is binding upon the parties hereto and their respective successors and assigns.
7. All terms not otherwise defined in this Agreement shall have the definition attributable to such term in the mortgage and Note.
8. It is the intent of the parties hereto that this Agreement shall not constitute a novation and shall in no way reverse the effect the lien priority of the Mortgage.
9. If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provisions.
10. In the event of any conflict between this Agreement and the terms of the Note, the Mortgage or any of the other loan documents, the terms of this Agreement shall govern and control. Whenever possible, the provisions of this Agreement shall be deemed supplemental to and not in derogation of the terms of the Note and Mortgage.
11. This Agreement shall be governed by construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date first above written.

WITNESSES:

Print Name: _____


Print Name: _____

Print Name:
(As to Lender)

BORROWER

By: 
MICHAEL T. MANNING

BANKUNITED, FSB

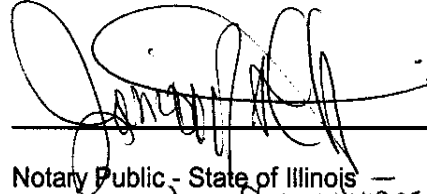
By: 
Adam Eisenman, Vice President

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STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me, this 15th day of June, 2007 by MICHAEL T. MANNING, AN UNMARRIED MAN . He/She is personally known to me [or has produced a driver's license as identification].

My Commission Expires: MAY 15, 2010



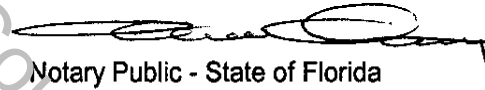
Notary Public - State of Illinois -
Print Name: Jeniffer Nunez
Commission No: 4557916



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, this 25 day of June, 2007 by Adam Eisenman, Vice President of BankUnited, FSB on behalf of the Bank. He/She is personally known to me [or has produced a drivers license as identification].

My Commission Expires:



Notary Public - State of Florida
Print Name:
Commission No: _____

