

Loan Number: 834390

[Space Above This Line For Recording Data]

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 28th day of January, 1991, between, Robert A. Callewart, M.D., aka Robert A. Callewart and Mary Ann Callewart ("Borrower") and NCNB Texas National Bank ("Lender"), amends and supplements one certain promissory note ("Note") dated January 7, 1983, in the original principal amount of Four Hundred Eighty-Five Thousand Three Hundred Eighty-Six and 37/100 (\$485,386.37) executed by Robert A. Callewart and wife, Mary Ann Callewart ("Maker") payable to the order of RepublicBank Dallas, N.A. in accordance with the terms set forth therein. Borrower, if not presently primarily liable for the payment of the Note, does hereby expressly assume the payment of said Note. Borrower acknowledges that Lender is the holder and the owner of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated and filed for record under Document Number 26-467-077, by the Recorder of Cook County, Illinois. Said Note was renewed and the liens securing it extended by that certain Renewal, Extension and Modification Agreement dated January 28, 1990 recorded as Document Number 90084904 by the Recorder of Cook County, Illinois. Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at the real property described being set forth as follows:

(Legal Description): That certain part of the West 487 feet of the East 1,267 feet of the Southeast 1/4 Section 33, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, (as measured on the South line thereof) lying Southerly of a certain described line, said line and real property being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Borrower now desires to extend or rearrange the time and manner of (re)payment of the Note and to extend and carry forward the lien(s) on the Property whether created by the Security Instrument or otherwise. Lender, the legal holder and owner of the Note and of the lien(s) securing the same has agreed at the request of the Borrower to extend or rearrange the time and manner of payment of the Note.

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged and confessed, and 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):

- Acknowledgment of Unpaid Principal Balance:** Borrower acknowledges that as of the 28th day of January, 1991, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$69,126.27. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the Lender the sum of U.S. \$69,126.27 (the "Principal Balance"), consisting of the amount(s) loaned to Borrower by Lender, and any accrued but unpaid interest capitalized to date.
- Interest Rate:** The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until its maturity at (a) the Stated Rate or (b) the Ceiling Rate, whichever is less. "Stated Rate" means, on any day, a rate per annum equal to the Prime Rate for that day plus one half of one percent (1/2%), provided, that if on any day the Stated Rate shall exceed the Ceiling Rate for that day, the Stated Rate shall be fixed at the Ceiling Rate on that day and on each day thereafter until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued if there were no Ceiling Rate and the Stated Rate had not been so fixed. "Prime Rate" means, on any day, the prime rate for that day as announced by the Lender. "Ceiling Rate" means, on any day, the maximum non-usurious rate of interest permitted for that day by whichever of applicable federal or Texas law permits the higher interest rate, stated as a rate per annum. On each day, if any, that Chapter One ("Chapter One") of Title 79, Texas Revised Civil Statutes, 1925, as amended (the "Texas Credit Code") establishes the Ceiling Rate, the Ceiling Rate shall be the "indicated rate ceiling" (as defined in Chapter One) for that day. Without notice to the Borrower or anyone else, the Prime Rate and the Ceiling Rate shall each automatically fluctuate upward and downward as and in the amount by which the Lender's prime rate and such maximum nonusurious rate of interest permitted by applicable law, respectively, fluctuate, subject always to limitation of the Stated Rate by the Ceiling Rate.
- Payment Schedule and Maturity Date:** The principal of the Note shall be due and payable in equal monthly installments of FIVE THOUSAND AND NO/100 (\$5,000.00) each. The first principal installment shall be due and payable on February 28, 1991, and a like principal installment shall be due and payable on the 28th day of each succeeding calendar month thereafter until all principal of the Note shall have been fully paid and satisfied. Accrued and unpaid interest on the Note shall be due and payable concurrently with and in addition to each

*Handwritten signature*

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principal installment, until all principal and accrued interest owing on the Note shall have been fully paid and satisfied. Provided, that on March 28, 1992, the final maturity of the Note, all principal and accrued interest then unpaid shall be finally due and payable.

4. **Application of Payments:** All payments shall be applied first to accrued interest and the balance to principal. All pre-payments shall be applied first to accrued interest, next, to the next maturing principal installment and the balance to the remaining principal installments in inverse order of their maturity.
5. **Past Due Rate:** All past due principal and interest on the Note shall bear interest at the rate provided in the Note for past due amounts unless no such rate is provided and in such case all past due principal and interest shall bear interest at the maximum nonusurious rate of interest.
6. **Borrower's Right to Prepay:** Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When Borrower makes a prepayment, Borrower will tell the Note Holder in writing that Borrower is doing so.
7. **Renewal and Extension of Maturity:** This Agreement is a "written extension" as provided by Section 16.036 of the Texas Civil Practice and Remedies Code. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the Indebtedness evidenced by the Note, as renewed, modified and extended hereby, has been fully paid. Lender and Borrower acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by the Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower's benefit, or be in any way applicable to Borrower's obligations under the terms of any and all instruments described herein.
8. **Transfer of the Property or a Beneficial Interest in Borrower:** 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 the 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 the Security Instrument without further notice or demand on the Borrower.
9. **Usury:** No provisions of this Agreement or the Note or any instrument evidencing or securing the Note, or otherwise relating to the indebtedness evidenced by the Note, shall require the payment or permit the demand, collection, application or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any excess of interest in such respect is herein or in any such other instrument provided for, or shall be adjudicated to be so provided for herein or in any such instrument, the provisions of this paragraph shall govern, and neither Borrower nor any endorser or guarantor of the Note nor their respective heirs, personal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by applicable law. It is expressly stipulated and agreed to be the intent of Borrower and Lender to at all times comply with the usury and other laws relating to the Note and the Security Instrument and any subsequent revisions, repeals or judicial interpretations hereof, to the extent applicable thereto. In the event Lender ever receives, collects or applies as interest any such excess, including but not limited to any "late charges" collected, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Note, and, if upon such application the principal balance of the Note is paid in full, any remaining excess shall be forthwith paid to Borrower and the provisions of the Note and the Security Instrument shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder. In determining whether or not the interest paid or payable under any specific contingency exceeds the maximum interest allowed to be charged by applicable law, Borrower and Lender shall, to the maximum extent permitted under applicable law, amortize, prorate, allocate and spread the total amount of interest throughout the entire term of the Note so that the amount or rate of interest charged for any and all periods of time during the term of the Note is to the greatest extent possible less than the maximum amount or rate of interest allowed to be charged by law during the relevant period of time.
10. **Release and Waiver of Other Claims:** In consideration of the modification of certain provisions of the Note and Security Instrument, all as herein provided, and the other benefits received by Borrower hereunder, Borrower hereby RELEASES, RELINQUISHES, and forever

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DISCHARGES Lender, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind or character, whether known or unknown, present or future, which Borrower may have against Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Note and the Security Instrument occurring prior to the date hereof, including any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender, and its predecessors, successors, assigns, agents, officers, directors, employees, and representatives, including any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law.

11. **Loan Documentation:** As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, this Agreement shall govern. 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. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
12. **Partial Insufficiency:** In the event any portion of the sums intended to be secured by this Agreement cannot or lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.
13. **Co-Signer Liability:** Any Co-signer who signs this Agreement but has not executed the Note is co-signing this Agreement only to mortgage, grant and convey that Co-signer's interest in the Property under the terms of this Agreement. Co-signer is not personally obligated to pay the sums secured by the Security Instrument, and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note or the Security Instrument, without Co-signer's consent.

To the extent not inconsistent with the expressed provisions of this Agreement, the covenants, representations and stipulations as provided in the above-mentioned Renewal, Extension and Modification Agreement dated January 28, 1990 are hereby ratified and reaffirmed. Without limiting the generality of the foregoing, Paragraphs numbered 14, Hazardous Waste, and 17 Notaries, in said January 28, 1990 Renewal, Extension and Modification Agreement are hereby specifically ratified and reaffirmed.

14. **Miscellaneous:** Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the renewal and extension and modification of the Note and Security Instrument and any other documents executed in connection herewith.

Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

15. **No Oral Agreements:** THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the day and year first above written.

  
Robert A. Callewart, M.D., aka Robert A. Callewart

ACCEPTED AND AGREED TO BY THE  
OWNER AND HOLDER OF SAID NOTE:

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1st FNB TEXAS NATIONAL BANK  
ASSIGNEE OF THE FEDERAL DEPOSIT  
INSURANCE CORPORATION AS RECEIVER  
OF FIRST REPUBLICBANK DALLAS,  
N.A., (SUCCESSOR IN INTEREST TO  
REPUBLICBANK DALLAS, N.A.)

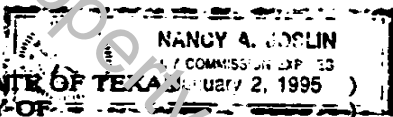
By: Richard L. McQueen

Its: VICE PRESIDENT  
(Title)

THE STATE OF TEXAS )  
COUNTY OF ) (Individual Acknowledgment)

BEFORE ME, the undersigned authority, on this day appeared Robert A. Calloway  
known to me to be the person(s) whose name(s) \_\_\_\_\_  
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of February,  
1991.



Nancy A. Goslin  
Notary Public, State of Texas

THE STATE OF TEXAS )  
COUNTY OF ) (Corporate Acknowledgment)

BEFORE ME, the undersigned authority, on this day appeared \_\_\_\_\_  
of \_\_\_\_\_ known to me to be  
the person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged  
to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed as the act and  
deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

County Clerk's Office

DEPT-01 RECORDING \$22.00  
T#8888 TRAN 2190 03/18/91 15:25:00  
#7263 #14 \*-91-121268  
COOK COUNTY RECORDER

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LENDER: NCNB TEXAS NATIONAL BANK  
BORROWER(S): RICHARD A. CALLEWART 9 1 1 2 1 2 6 9  
PROPERTY: SOUTHEAST 1/4 SECTION 33,, TOWNSHIP 39 NORTH,  
LOAN NO.: 834374  
CASE NO.:  
DATE: January 28, 1991

NOTICE OF NO ORAL AGREEMENTS

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED 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 this 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 another thing of value or to otherwise extend credit or make a financial accommodation.

*Robert A. Callemart*

ROBERT A. CALLEMART (Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

FINANCIAL INSTITUTION (LENDER):

NCNB TEXAS NATIONAL BANK

By: *Richard A. ...*

Title: *Vice President*

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LENDER: NORTH TEXAS NATIONAL BANK  
BORROWER(S): RICHARD A. CALLEWART 9 | 1 | 1 | 2 | 1 | 2 | 0 | 3  
PROPERTY: SOUTHEAST 1/4 SECTION 33,, TOWNSHIP 39 NORTH,  
LOAN NO.: 834374  
CASE NO.:  
DATE: January 28, 1991

ATTORNEY REPRESENTATION NOTICE

PEIRSON & PATTERSON. The legal instruments involved in the above-referenced Loan have been prepared for the above-named Lender by Peirson & Patterson, Attorneys-at-Law. The Borrower(s) acknowledges that Peirson & Patterson has acted only as counsel to the Lender. It has not assisted or rendered legal advice to the Borrower with respect to the Loan or the Property securing it or the documents executed in connection with it. Borrower(s) may retain personal legal counsel for advice in this transaction.

DESCRIPTION OF LEGAL SERVICES PERFORMED. Peirson & Patterson may have prepared all or part of the following legal instruments affecting title to the Property: a Deed (if required), note, deed of trust and transfer of lien (if required).

DISCLAIMER OF REPRESENTATION OR WARRANTY. Borrower(s) understands that Peirson & Patterson has not conducted a title search on the Property, and makes no representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from an examination by Borrower(s), of a survey or the Property itself. The Borrower(s) is cautioned to make sure the Deed to Borrower(s) conveys what the Borrower(s) has contracted to purchase.

RESPONSIBILITY FOR PAYMENT OF FEES. As a part of the obligation of the Borrower to pay the expenses of the Lender in connection with the preparation of the legal documentation, the Borrower agrees to pay, directly to Peirson & Patterson, at Loan closing, for the account of the Lender, the amount indicated on the Attorney Invoice.

BASIS FOR FEE. The document preparation fee charged by Peirson & Patterson is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for the above-described services taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform said services. Other considerations include the expense of Peirson & Patterson in the complexities of the real estate practice, the necessary overhead associated with the rendering of the said services and the assumption of risk by Peirson & Patterson in the rendering of said services. No charge has been made for the preparation of any loan documentation other than the legal instruments affecting title to property. Specifically, there has been no charge made for any disclosures required by the Real Estate Settlement and Procedures Act and/or the Truth-in-Lending Act.

Each Borrower, Seller and/or Contractor hereby acknowledges receiving and reading a copy of this Notice, and by his/her/its signature affirms his/her/its acknowledgment of the accuracy of the above statements.

*Robert A. Callemart*  
ROBERT A. CALLEMART (Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Seller/Contractor)

\_\_\_\_\_  
(Seller/Contractor)

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LENDER: NCI TEXAS NATIONAL BANK  
BORROWER(S): RICHARD L. CALLEMAN 9 1 2 1 2 6 3  
PROPERTY: SOUTHEAST 1/4 SECTION 33,, TOWNSHIP 39 NORTH,  
LOAN NO.: 834374  
CASE NO.:  
DATE: January 28, 1991

DOCUMENT CORRECTION AGREEMENT

**AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES:** In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any Loan documentation, Borrower(s) agrees as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of the Lender, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If the original promissory note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Replacement Documents." Borrower(s) agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement. Borrower(s) also agrees that upon request Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan, which for whatever reason was not collected at closing.

**REQUEST BY LENDER:** Any request under this Agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

**FAILURE TO DELIVER REPLACEMENT DOCUMENTS CAN CONSTITUTE DEFAULT:** If the Loan is to be guaranteed by the Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or deed of trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

**BORROWER LIABILITY:** If Borrower(s) fail or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the Additional Documents or Fees to Lender more than ten (10) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender reasonably sustains thereby, including but not limited to all reasonable attorney's fees and costs incurred by Lender.

This Agreement shall survive the closing of the Loan, and inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

  
ROBERT A. CALLEMART (Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

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Property of Cook County Clerk's Office

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LENDER: NCI TEXAS NATIONAL BANK  
BORROWER(S): RICHARD A. CALLEMART

UNOFFICIAL COPY 1203

PROPERTY: SOUTHEAST 1/4 SECTION 33,, TOWNSHIP 39 NORTH,  
LOAN NO.: 834374  
CASE NO.:  
DATE: January 28, 1991

STATUS CERTIFICATION AFFIDAVIT

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared the undersigned Borrower(s) who, after being duly sworn on oath stated the following:

1. I/We the undersigned Borrower(s) understands that Lender is granting a mortgage loan (the "Loan") based on the representations made in the Loan application given by the Borrower(s) to Lender. I/We hereby certify that all statements related to the Loan application, including but not limited to financial, marital, and employment status, have not changed and to my/our knowledge, will not change in the foreseeable future. The statements of fact regarding occupancy of the Property which is being purchased, improved, refinanced or additionally encumbered with the proceeds of the Loan are the same as represented at time of Loan application.
2. If the Property is being purchased by Borrower(s), the funds for down payment and closing costs are being paid from the source stated on the loan application and there is no secondary financing in this transaction that has not been disclosed to me Lender. I/We certify that if my/our Loan application states that other real estate was to be sold, this is to certify that such transaction has taken place and I/We no longer have title to that real estate.
3. If the Property is currently owned by the Borrower(s), I/We certify that there are no delinquent state, county, city, school, water district, utility district or other governmental taxes or assessments due or owing against said Property, and that no tax suit has been filed by any state, county, municipality, water district, utility district or other governmental agency for taxes or assessments levied against Borrower(s) which have not been disclosed in writing to Lender. I/We also certify that there are no unpaid paving assessments or delinquent owner association dues.
4. There are no suits filed by or pending against Borrower(s) in any federal or state court which have not been disclosed in writing to Lender.
5. Borrower(s) acknowledges that this Status Certification Affidavit is given as a material inducement to cause Lender to make the Loan to Borrower(s). Borrower(s) also understands that any false statements, misrepresentations or material omissions may result in civil and criminal penalties. The agreements and covenants contained herein shall survive the closing of this Loan transaction.

*Robert A. Callemart*  
ROBERT A. CALLEMART (Borrower)

\_\_\_\_\_  
(Borrower)

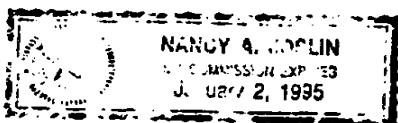
\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

THE STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this day appeared Robert A. Callemart, known to me to be the person(s) whose name(s) he subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of February, 1991



*Nancy A. Hoplin*  
Notary Public, State of Texas

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Property of Cook County Clerk's Office

esoteric

LENDER: FICB TEXAS NATIONAL BANK  
BORROWER(S): RICHARD A. CALLEWART  
PROPERTY: SOUTHEAST 1/4 SECTION 33,, TOWNSHIP 39 NORTH,  
LOAN NO.: 834374  
CASE NO.:  
DATE: January 28, 1991

DESIGNATION OF HOMESTEAD AND NONHOMESTEAD AFFIDAVIT

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared the above-named Borrower(s) who, upon being duly sworn on oath stated the following:

- 1. That the above referenced Property is Nonhomestead Property ("Nonhomestead Property" herein) and that Borrower(s)'s Homestead Property ("Homestead Property" herein) is located at:

10650 STRAIT LANE, DALLAS, TX 75229

- 2. Borrower(s) does not now and does not intend ever to reside on, use in any manner, or claim Borrower(s) Nonhomestead Property as a business or residential homestead. Borrower(s) disclaims all homestead rights, interests, and exemptions related to Borrower(s) Nonhomestead Property.
- 3. Borrower(s) now owns and resides on, uses, claims, and designates Borrower(s)'s Homestead Property as Borrower(s)'s only legal Homestead, exempt from forced sale under the Constitution and laws of the State of Texas.
- 4. Borrower(s) acknowledges that this DESIGNATION OF HOMESTEAD AND NONHOMESTEAD AFFIDAVIT is given as a material inducement to cause Lender to make a loan to Borrower(s) secured by a deed of trust on Borrower(s)'s Nonhomestead Property and Lender is relying on same. Borrower(s) also understands that any false statements, misrepresentations or material omissions may result in civil or criminal penalties.
- 5. The covenants and representations contained herein shall survive the closing of this loan transaction.

*Robert A. Callemart*  
ROBERT A. CALLEMART (Borrower)

\_\_\_\_\_  
(Borrower)

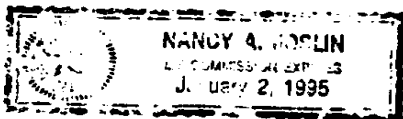
\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

THE STATE OF TEXAS )  
COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this day appeared Robert A. Callemart, known to me to be the person(s) whose name(s) he subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of February, 19 91



*Nancy A. Hoslin*  
Notary Public, State of Texas

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Property of Cook County Clerk's Office

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EXHIBIT A

That part of the West 487 feet of the East 1,267 feet of the South East 1/4 of Section 33, Township 39 North, Range 13 East of the third principal meridian, in Cook County, Illinois (as measured on the South line thereof) lying Southerly of the following described line:

Beginning at a point on the East line of said South East 1/4 of said Section 33, 1,213.18 feet North of the South East corner thereof;

THENCE West at right angles, to the East Line of said South East 1/4 of said Section 33, 40 feet;

THENCE Southwesterly on a line with an angle of 164 degrees 24 minutes, measured from East to South West from last described line, a distance of 259.98 feet;

THENCE Southwesterly on a line with a deflection of 0 degrees 36 minutes to the left from the last described line, a distance of 849.63 feet;

THENCE Southwesterly on a line with a deflection of 0 degrees 17 minutes to the left, from last described line, a distance of 234.76 feet;

THENCE Southwesterly on a line with a deflection of 4 degrees 28 minutes 15 seconds to the right from last described line, a distance of 210.14 feet;

THENCE Southwesterly on a line with a deflection of 2 degrees 54 minutes 30 seconds to the right, from last described line, a distance of 482.83 feet;

THENCE Southwesterly on a line with a deflection of 0 degrees 6 minutes 52 seconds to the left, from the last described line, a distance of 411.74 feet;

THENCE Southwesterly on a line with a deflection of 3 degrees 13 minutes 30 seconds to the left from last described line, a distance of 259.35 feet to a point in the West line of the South East 1/4 of said Section 33, said point is 606.82 feet North of that South West corner of said South East 1/4, except the South 34 feet thereof being conveyed to the State of Illinois, Department of Transportation in Cook County, Illinois.

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