

95884380  
**UNOFFICIAL COPY**

AFTER RECORDING, RETURN TO:  
BANK UNITED OF TEXAS FSB  
3800 BUFFALO SPEEDWAY, SUITE 400  
HOUSTON, TEXAS 77098  
ATTN: VERNON LFE



RECORDING OFFICE  
COUNTY CLERK OF COOK COUNTY, ILLINOIS  
300 NORTH LA SALLE STREET, CHICAGO, ILLINOIS 60604  
TELEPHONE: (312) 744-2000  
FAX: (312) 744-2001  
E-MAIL: RECORDER@COOKCOUNTY.IL.GOV  
WWW.COOKCOUNTY.IL.GOV

.....(Space Above This Line For Recording Data).....  
Loan Number 375472-8

**MORTGAGE LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day of NOVEMBER, 1995, between MARCO T. ARANA, DIVORCED AND ELEGYS I. PAGAN, AN UNMARRIED WOMAN, 5364 NORTH LATROBE AVENUE, CHICAGO, ILLINOIS, 60630 ("Borrower") and Bank United of Texas FSB, 3800 Buffalo Speedway, Houston, Texas 77098 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated MAY 1, 1994 and recorded as Document Number 94434830 of the Official Records of COOK COUNTY, ILLINOIS and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 5364 NORTH LATROBE AVENUE, CHICAGO, ILLINOIS, 60630, the real property described being set forth as follows:

LOT 36 (EXCEPT THE SOUTH 30 FEET THEREOF) IN GEORGE C. HIELD'S FOREST GLEN SUBDIVISION OF PART OF LOT 7 IN THE SUBDIVISION OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 NORTH OF INDIAN BOUNDARY LINE IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #13-09-129-004

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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):

- As of FEBRUARY 1, 1996, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$131,666.87, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 the yearly rate of 8.25%, from JANUARY 1, 1996. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,002.83, beginning on the 1ST day of FEBRUARY, 1996, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2024 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 3800 Buffalo Speedway, Suite 400, Houston, Texas 77098 or at such other place as the Lender may require.

- 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 this 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 this Security Instrument without further notice or demand on the Borrower.

- The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

48.50  
G.A.

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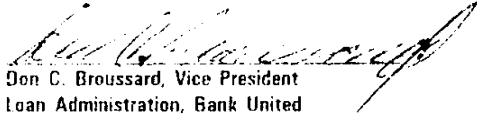
Property of Cook County Clerk's Office

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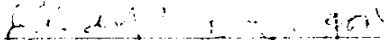
(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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.

*cc*  
  
Don C. Broussard, Vice President  
Loan Administration, Bank United  
of Texas FSB

  
MARCO T. ARANA, Borrower

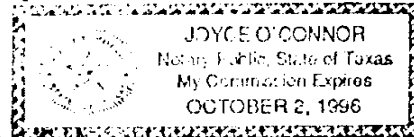
By: \_\_\_\_\_

  
ELEDYS I. PAGAN, Borrower

.....[Space Below This Line For Acknowledgement].....

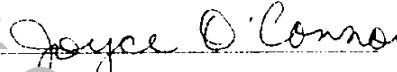
STATE OF TEXAS

COUNTY OF HARRIS



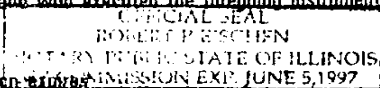
This 5th day of December, 1995, personally came before me, JOYCE O'CONNOR, Notary Public for said County and State, Don C. Broussard, says that he is Vice President of Bank United of Texas, FSB, and that this instrument was acknowledged that said writing to be the act and deed of said corporation.

My commission expires 10-2-96

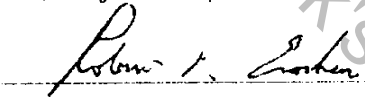
  
Notary Public Signature

STATE OF Illinois  
COUNTY OF Cook  
OR  
PARISH OF \_\_\_\_\_

On this 21 day of Nov., 1995, before me personally came MARCO T. ARANA to be known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

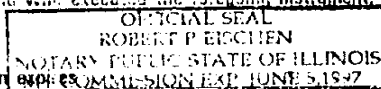


My commission expires \_\_\_\_\_

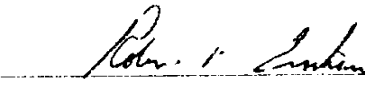
  
Notary Public Signature

STATE OF Illinois  
COUNTY OF Cook  
OR  
PARISH OF \_\_\_\_\_

On this 21 day of Nov., 1995, before me personally came ELEDYS I. PAGAN 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 \_\_\_\_\_

  
Notary Public Signature

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