

AFTER RECORDING, RETURN TO:
BANK UNITED
3800 BUFFALO SPEEDWAY, SUITE 400
HOUSTON, TEXAS 77098
ATTN: DELORES MORRIS



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Loan Number 3920600

MORTGAGE LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 10th day of September, 1997, between Louis Stella and Jo Ellen Stella, Husband and Wife, 2844 North 73 rd. Court, Elmwood Park, Il. 60635 ("Borrower") and Bank United, 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 April 15, 1994 and recorded in Book or Liber Document # 94-385223 at page(s) of the Official Records of Cook County Recorder's Office, 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 2844 North 73 rd. Court, Elmwood Park, Illinois 60635, the real property described being set forth as follows:

Lot 99 (except the South 1/2) in Rutherford's second addition to Mont Clare in the Northeast 1/4 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. P.L.N.:12-25-228-027.

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):

1. As of December 1, 1997 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$261,738.68 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 8.375% from November 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$2051.38, beginning on the 1st day of December, 1997, 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.

3. 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.

4. 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:
 - (a) 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
 - (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.

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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.

BANK UNITED OF TEXAS FSB
Lender

Louis Stella
Louis Stella, Borrower

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

Jo Ellen Stella
Jo Ellen Stella, Borrower

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STATE OF TEXAS

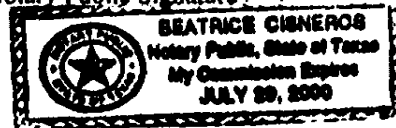
COUNTY OF HARRIS

This 24th day of Sept, 1997, personally came before me, Beatrice Cisneros, Notary Public for said County and State, H. Marc Helm says that he is Senior Vice President of Bank United of Texas, FSB, and that this instrument was acknowledged that said working to be the act and deed of said corporation.

My commission expires 7-27-00

Beatrice Cisneros
Notary Public Signature

STATE OF Illinois
COUNTY OF Cook
OR
PARISH OF _____



On this 20 day of September 1997 before me personally came Louis Stella and Jo Ellen Stella 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 6/12/98

George L Ruttkay
Notary Public Signature



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