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

97071774

RE DEPT-01 RECORDING \$24.50

[Space Above This Line For Recording Data] T40014 TRAN 0269 01/31/97 14:54:00
Loan Number 3958980

* 1007 * JW * -97-071774
COOK COUNTY RECORDER

MORTGAGE LOAN MODIFICATION AGREEMENT DEPT-10 FENALTY \$21.00
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of November 1996 between Bernardo Ramirez & Paulina Ramirez, 3740 West 61st Place, Chicago, IL, 60629 ("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 September 15, 1994 and recorded in Book or Liber Doc #94-836, on page(s) of the Official Records of Cook County, IL 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 3740 West 61st Place, Chicago, IL, 60629, the real property described being set forth as follows:

LOT 32 IN BLOCK I IN FISHELL'S SECOND ADDITION TO CHICAGO LAWN, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, P.I.N.: 19-14-318-027

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):

- As of February 1, 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$75,598.67, 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 8.375%, from January 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$585.37, beginning on the 1st day of February 1, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. On October 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
 - 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
Lender

Bernardo Ramirez
Bernardo Ramirez, Borrower

cc by: *H. Marc Helm*
H. Marc Helm
Senior Vice President of Loan Administration
Bank United

Paulina Ramirez
Paulina Ramirez, Borrower

[Space Below This Line For Acknowledgement]

STATE OF TEXAS

COUNTY OF HARRIS

This 8 day of JANUARY, 1997, personally came before me, *Joyce O'Connor*, Notary Public for said County and State, H. Marc Helm, says that he is Senior Vice President of Bank United, and that this instrument was acknowledged that said writing to be the act and deed of said corporation.

My commission expires

10-2-2000

Joyce O'Connor

Notary Public Signature

STATE OF

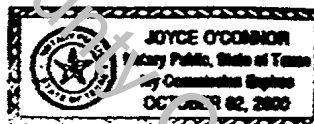
Illinois

COUNTY OF

Cook

OR

PARISH OF



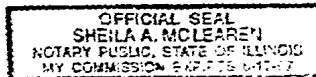
On this 8 day of January, 1997, before me personally came Bernardo Ramirez & Paulina Ramirez to be known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same.

My commission expires

2/17/97

Sheila A. McLearn

Notary Public Signature



2/17/97

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COOK COUNTY CLERK'S OFFICE
PROPERTY ACQUISITION SECTION
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