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COOK COUNTY RECORDER

MODIFICATION TO MORTGAGE/NOTE

AFTER RECORDED RETURN TO:
BANK UNITED
P. O. BOX 3945
HOUSTON, TX 77253

Loan No. 0005080



Parcel No:

This agreement is made on November 18, 1997, between JOHN C. KIMSEY and wife, CAROL MAHAN KIMSEY, (herein "Borrower") and BANK UNITED, (herein "Lender"), whose loan servicing address is P.O. BOX 650350, DALLAS, TX 75265, for a Modification of that certain Mortgage and Note executed on DECEMBER 30, 1994, in favor of BANK UNITED OF TEXAS FSB and any previous modification(s) thereof, said Note being in the original principal amount of \$109,200.00, said Mortgage having been recorded in the Official Records of Real Property of COOK County, Illinois at INSTRUMENT NO. 95-006429, covering property described as follows:

LOT 86 IN BEIFELD'S ADDITION TO SOUTH RIDGE AND IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 16-17-376-005

WHEREAS, Borrower and Lender desire that the Mortgage and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. PRINCIPAL AMOUNT DUE: Borrower acknowledges that the principal balance due on the Note as of this date is \$107,733.32, plus accrued interest.
2. PAYMENT AMOUNT: Beginning on December 1, 1997, each monthly payment of principal and interest will be in the amount of \$775.00, until January 1, 2025, when the entire sum of unpaid principal and interest shall be paid in full. This amount shall be applied to principal, interest, and other items in the order described in the Security Instrument.

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3. **RATE:** The Interest rate provided in the Note is hereby modified to be 7.500%. The late charge therein provided is modified to be 5.000% of any monthly installment not received within Fifteen days after the installment is due.
4. **WARRANTY:** Borrower covenants and warrants that the said Deed of Trust is a lien upon the real estate described above and the same is carried forward renewed and extended.
5. The following provisions are forever canceled, null and void:
 - 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.
6. **NO OTHER MODIFICATION:** Except as provided above, the said Mortgage and Note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Note and Mortgage not modified are hereby ratified and confirmed in all respects, and Borrower promises to pay the aforesaid sum with interest and in the manner stated above.
7. **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 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 of 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, 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

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wrongfully acceleration 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.

This Agreement is not binding, in whole or in part, on LENDER until executed by LENDER.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

John C. Kimsey
JOHN C. KIMSEY

Carol Mahan Kimsey
CAROL MAHAN KIMSEY

BANK UNITED

Terry H. Farland

By: Terry H. Farland

Its: Manager, Wholesale Assets

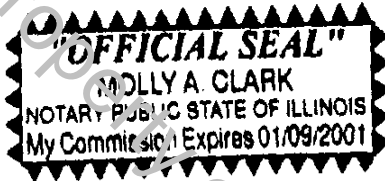
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STATE OF Illinois
COUNTY OF Cook

} SS:
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On 12 day of December, 1997, before me, personally appeared **JOHN C. KIMSEY and wife, CAROL MAHAN KIMSEY**, known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that they (he/she) executed the same as their (his/her) voluntary act and deed.



Molly A. Clark
NOTARY PUBLIC, STATE OF TEXAS/ILLINOIS
Commission Expiration Date 1/9/01

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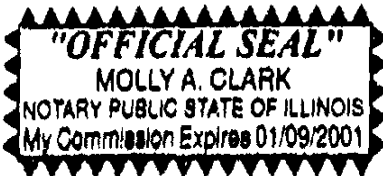
STATE OF Illinois
COUNTY OF Cook

} SS:
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This instrument was acknowledged before me on this 12 day of December, 1997, by JOHN KIMSEY and CAROL MAHAN KIMSEY of BANK UNITED, on behalf of said corporation.

Molly A. Clark
NOTARY PUBLIC, STATE OF TEXAS/ILLINOIS
Commission Expiration Date 1/9/01

Prepared by: Robertson & Anschutz, P.C., 2425 West Loop South, Suite 800, Houston, TX 77027-4207, (713) 871-9600.



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STATE OF TEXAS

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| SS:
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COUNTY OF HARRIS

This instrument was acknowledged before me on this 17 day of December, 1997
by TERRY McFEELEND, MANAGER OF WHOLESALE ASSETS of BANK
UNITED on behalf of said corporation.



Patricia Lynn Roberts
NOTARY PUBLIC, STATE OF TEXAS
Commission Expiration Date 01/31/99

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Prepared by: Robertson & Anschutz, P.C., 2425 West Loop South, Suite 800, Houston, TX 77027-4207,
(713) 871-9600.

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