

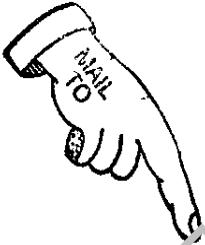
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DEPT-01 RECORDING \$27.50
 T#0013 TRAN 0126 11/05/98 09:24:00
 \$3579 ÷ TB #-98-997747
 COOK COUNTY RECORDER



MODIFICATION TO MORTGAGE/NOTE

AFTER RECORDED RETURN TO:
 BANK UNITED
 3336 RICHMOND AVENUE, SUITE 200
 HOUSTON, TEXAS 77098
 ATTN: SHERRIE GREEN RB200

Loan No. 9828518

Parcel No:

This agreement is made on July 16, 1998, between JAMES C. HARDIMAN and wife, MARY P. HARDIMAN, (herein "Borrower") and BANK UNITED, (herein "Lender"), whose loan servicing address is P.O. BOX 2824, HOUSTON, TX 77252-2824, for a Modification of that certain Mortgage and Note executed on JULY 15, 1994, in favor of BANK UNITED OF TEXAS FSB and any previous modification(s) thereof, said Note being in the original principal amount of \$125,400.00, said Mortgage having been recorded in the Official Records of Real Property of COOK County, Illinois at DOCUMENT # 94-648392 RECORDED ON JULY 25, 1994, covering property described as follows:

LOTS 39 AND 40 IN BLOCK 2 IN L.E. INGALLS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 25-18-126-006 VOL. 462.

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 after the August 1, 1998 payment, will be \$121,663.14, plus accrued interest.
2. PAYMENT AMOUNT: Beginning on September 1, 1998, each monthly payment of principal and interest will be in the amount of \$877.45, until August 1, 2024, when the entire sum of

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Handwritten initials/signature

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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.

3. **INTEREST RATE**

A. **Modificaiton**

The Interest rate provided in the Note is hereby modified to be 7.375%. 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, 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

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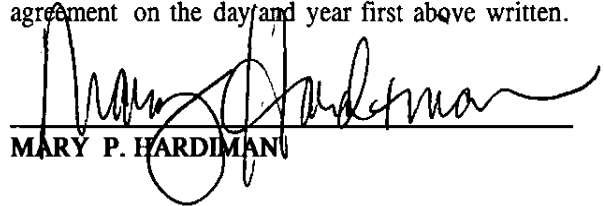
representatives, including any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations 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 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.



JAMES C. HARDIMAN



MARY P. HARDIMAN

BANK UNITED



By: TERRY McFARLAND

Its: MANAGER OF WHOLESALE ASSETS

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STATE OF ILLINOIS, Cook County ss:

I, Colleen M MUENCH, a Notary Public in and for said county and state, do hereby certify that **JAMES C. HARDIMAN and wife, MARY P. HARDIMAN**, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instruments as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of July, 1998.

My Commission expires

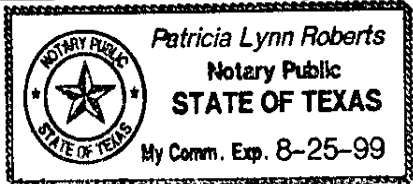


Colleen M Muench
Notary Public
Colleen M MUENCH
Name and title
CORPORATE VICE PRESIDENT
PAINEWEBBER INC.

STATE OF TEXAS
COUNTY OF HARRIS

}
} SS:

This instrument was acknowledged before me on this 23 day of July, 1998
by TERRY McFARLAND, MANAGER OF WHOLESIDE ASSETS of BANK
UNITED, on behalf of said corporation.



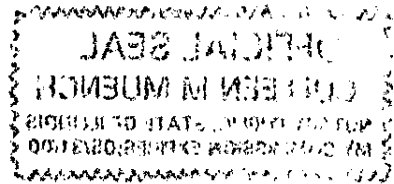
Patricia Lynn Roberts
NOTARY PUBLIC, STATE OF TEXAS
Commission Expiration Date 8/25/99

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

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