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46670219 001 Page 1 of 3
1999-04-28 14:06:31
Cook County Recorder 47.50

PREPARED BY MABRY & KING
AFTER RECORDING, RETURN TO:
BANK UNITED
3200 SOUTHWEST FREEWAY, 13TH FLOOR
HOUSTON, TEXAS 77027
ATTN: RICHARD MUDD
(713) 543-8809



.....
Servicer Loan Number **6279102**
Investor Loan Number
MODIFICATION OF DEED OF TRUST
BALLOON LOAN MODIFICATION AGREEMENT
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)
TWO ORIGINAL BALLOON LOAN MODIFICATIONS
MUST BE EXECUTED BY THE BORROWER:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the 5th day of March, 1999, between Robert M. Phillips, Jr. and Robert M. Phillips, III ("Borrower"), 1322 Harding, Des Plaines, IL 60016 and Bank United, 3200 Southwest Freeway, 13th Floor, Houston, Texas 77027 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 28, 1994, securing the original principal sum of U.S. \$88,000.00, and recorded on April 5, 1994 in/under Instrument No. 94301268 of the Official Records of Cook County, Illinois; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 1322 Harding, Des Plaines, IL 60016 the real property described being set forth as follows:

LOT 18, 19 AND 20 IN BLOCK 1 IN MECHANICS ADDITION TO DES PLAINES A SUBDIVISION OF THE SOUTH 15 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pen# 09-17-207-071

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of March 4, 1999 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$82,208.23.
3. 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 yearly rate of reset note rate of 7.375%, beginning April 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$600.84 beginning on the 1st day of May, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2024 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 3200 Southwest Freeway, 13th Floor, Houston, Texas 77027 or at such other place as the Lender may require.

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- The Borrower will comply with all other Covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
- Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument]

3/17/99
Date

Robert M. Phillips, Jr.
Robert M. Phillips, Jr., Borrower

3/17/99
Date

Robert M. Phillips, III
Robert M. Phillips, III, Borrower

BANK UNITED
Lender

By: H. Marc Helm

H. Marc Helm
Senior Vice President of Loan Administration Bank United

Date: 3-31-99

[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF ILLINOIS

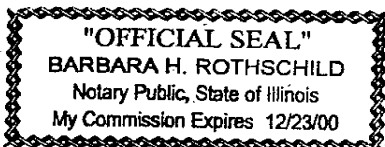
COUNTY OF COOK

On this 17th day of MARCH 19⁹⁹, before me personally came Robert M. Phillips, Jr. 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 12/23/00

Barbara H. Rothschild

Notary Public Signature



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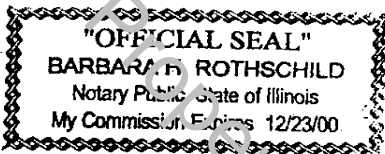
[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of March 19⁹⁹, before me personally came Robert M. Phillips, III 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 12/23/00



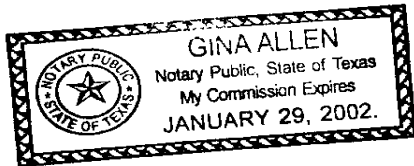
Notary Public Signature

STATE OF TEXAS

COUNTY OF HARRIS

On this 31ST day of March 19⁹⁹, personally came before me Gina Allen, 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 willing to be the act and deed of said corporation.

My commission expires 1-29-02



Notary Public Signature

County Clerk's Office

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NOTARY PUBLIC STATE OF ILLINOIS
SARAH A. ROTH BOHLEN
"OFFICIAL SEAL"
My Commission Expires 12/31/2020

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