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1999-02-19 15:29:12  
Cook County Recorder 47.50



PREPARED BY MABRY & KING  
AFTER RECORDING, RETURN TO:  
BANK UNITED  
3200 SOUTHWEST FREEWAY, DROP PT 1318  
HOUSTON, TEXAS 77027  
ATTN: RICHARD MUDD  
(713) 543-8809



Service Loan Number 6076407  
Investor Loan Number 668956852  
**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 15<sup>th</sup> day of December, 1998, between Theodore Ford and Madeline Lemee ("Borrower"), 66265 Gerking Market Road, Bend, Oregon 97701 and Bank United, 3200 Southwest Freeway, 13<sup>th</sup> Floor, Houston, Texas 77027 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 1, 1993, securing the original principal sum of U.S. \$194,800.00, and recorded under Document No. 93-997405 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 536 Wesley, Evanston, Illinois 60202 the real property described being set forth as follows:

**LOT 7 AND 8 IN BLOCK 2 IN OAKTON SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

*TAXID# 102 442 804 668956852*

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):

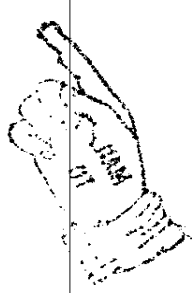
1. The Borrower is the owner and occupant of the Property.
2. As of December 15, 1998 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$167,893.26
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of reset note rate of 7.25%, beginning January 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,213.54, beginning on the 1st day of February, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 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, Drop PT 1318, Houston, Texas 77027 or at such other place as the Lender may require.

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- 4. 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 cancelled, null and void, as of the maturity date of the Note.
- 5. 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]

12-23-98

Date

Theodore Ford

Theodore Ford, Borrower

12-23-98

Date

Madeline Lemee

Madeline Lemee, Borrower

**BANK UNITED**  
Lender

By:

H. Marc Helm

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

Date:

1-7-99

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

STATE OF Oregon

COUNTY OF Deschutes

On this 23 day of Dec 1998, before me personally came **Theodore Ford** 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 Oct 8, 2001



Adele M. Johansen

Notary Public Signature

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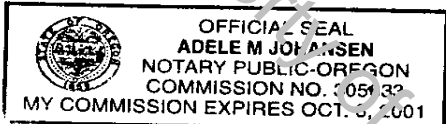
[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF Oregon

COUNTY OF Deschutes

On this 23 day of Dec 1998, before me personally came Madeline Lemee 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 Oct. 8, 2001



Adele M. Johansen

Notary Public Signature

STATE OF TEXAS

COUNTY OF HARRIS

On this 7<sup>th</sup> day of January 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 writing to be the act and deed of said corporation.

My commission expires 1-29-02

Gina Ciller

Notary Public Signature