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Doc#: 0634608170 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2006 12:33 PM Pg: 1 of 4

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CTIC-HE

CLOSED-END LOAN MODIFICATION AGREEMENT

For items with boxes, only items with checked boxes apply.

DEFINITIONS: "Borrower" means the person or persons signing below as borrowers. "Lender" means TCF National Bank (formerly known as TCF National Bank Illinois, formerly known as TCF Bank Illinois fsb, formerly known as TCF Bank Savings fsb). "Note" means the contract between Borrower and Lender dated 07/18/2005 with loan number 092-092-0002477-8001. "Mortgage" means the mortgage which secures the Note, which is dated the same date as the Note and which is recorded in the Office of the: () County Recorder or the () Registrar of Titles for _____ County, Illinois on _____ (date), as Document No. _____.

DATE OF AGREEMENT

The date of this Agreement is 09/20/2006. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

CHANGES TO THE NOTE

Borrower and Lender agree that the Note is changed as follows:

Extension of Final Due Date:

The final due date of the Note is changed to 09/26/2036. Lender agrees to make loans to Borrower according to the terms of the Note until this date. Borrower agrees to pay the entire unpaid balance of the Note, together with unpaid and accrued interest and any other changes owing, by this date. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.

Rate Change:

For Variable Rate Loans:

- The minimum annual interest rate, or Annual Percentage Rate, for the Note is changed to _____ %.
- The amount added to the annual interest rate Index (called the "margin") is changed to _____ %.
- This change to the margin begins on the date of this Agreement and ends on _____.
- On that date, the margin will change to the margin specified under the terms of the Note.

For Fixed Rate Loans:

The interest rate or finance charge for the Note is changed to n/a %.

Payment Change:

The total monthly payment for the Note (this includes the monthly fee for TCF Command Protection if TCF Command Protection was elected by Borrower and has not been canceled) and the monthly amount for Escrow Items if escrow has not been waived by TCF is changed to \$287.69, beginning 10/26/06.

CHANGES TO THE MORTGAGE

Borrower and Lender agree that the Mortgage is changed as follows:

- The scheduled date for final payment of what Borrower owes under the Mortgage is changed to _____. If any mortgages, liens or other encumbrances have been placed on the real property securing the Note after the original loan date, then the final due date remains unchanged.
- The minimum annual interest rate, or Annual Percentage Rate, is changed to _____ %.
- The amount added to the annual interest rate Index (called the "margin") is changed to _____ %.
This change to the margin begins on the date of this Agreement and ends on _____.
On that date, the margin will change to the margin specified under the terms of the Note.

PID#: _____ See attached for Legal Description.

Spencer Sutton
Borrowers: SPENCER SUTTON

Borrowers

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NOTE & MORTGAGE REFERENCES

Borrower and Lender agree that whenever the Note refers to the Mortgage, each reference will be to the Mortgage as modified by this Agreement. Whenever the Mortgage refers to the Note, each reference will be to the Note as modified by this Agreement.

MODIFICATION FEE

The Borrower agrees to pay a fee of \$ _____ for the changes shown above.

OTHER CHANGES

All provisions of the Note and Mortgage, except as changed above, remain unchanged.

By signing below, Borrower agrees to the changes shown above. By signing, Borrower also states that s/he has received a completed copy of this form.

By signing, the collateral owner on the Note agrees to all the changes made to the Note and Mortgage under this agreement.

Collateral Owner IRENE SUTTON Collateral Owner

STATE OF ILLINOIS
COUNTY OF



This instrument was acknowledged before me on this 20 day of Sept 2006, by
SPENCER SUTTON and IRENE SUTTON

Notary Public (SEAL)

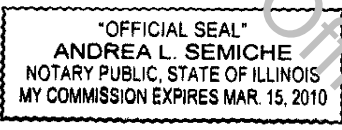
Agreed to by
TCF NATIONAL BANK

Its VP (Signature)

STATE OF ILLINOIS
COUNTY OF

This instrument was acknowledged before me on this 29th day of September, by
ANDREA SEMICHE, as REPRESENTATIVE of TCF National Bank, a national banking association organized under the laws of the United States of America, on behalf of the corporation.

Notary Public (SEAL)



This instrument was drafted by:
TCF National Bank
801 Marquette Avenue
Minneapolis, MN 55402

e mail to:
TCF National Bank
Attn: Andrea Semicho
425 W Ogden Ave
Naperville, IL 60563

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TCF National Bank ("We" & "Us")

TCF National Bank

REAL ESTATE AND NON REAL ESTATE - IL

Borrower's Name(s) ("You" & "your")
SPENCER SUTTON

Account No. 092-092-0002477-8001

Date 09/20/2006

TRUTH IN LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.989 %	\$55,576.10	\$47,992.30	\$103,566.40

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
358	\$287.69	Monthly, Beginning 10/26/2006
1	\$287.69	Final Payment Due 09/26/2036

For items below with a box, only the items with boxes checked apply:

- The annual percentage rate does not take into account the required deposit.
- VARIABLE RATE:**
- Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.
 - The annual percentage rate may increase during the term of this transaction if the U.S. Prime Rate published daily in *The Wall Street Journal* under "Money Rates" increases. (If *The Wall Street Journal* publishes more than one U.S. prime rate, the index will be the highest published rate.) The interest rate will not increase above _____ % per year. Any increase will take the form of higher payment amounts adjusted annually on each anniversary date of your first payment date. If the rate increases by 1% in _____, your regular monthly payment will increase to _____.

SECURITY: You are giving a security interest in: 5442 W HADDON AVE CHICAGO IL 60651

We have a seioff right in any deposit accounts you have with us.

FILING FEES: _____

LATE CHARGE: If a payment is not paid in full on or before the 15th day after the due date, you will be charged a late charge of 5% of the scheduled payment amount.

- PREPAYMENT:** If you pay off early, you will not have to pay a penalty.
- If you pay off early, you may be entitled to refund of part of the finance charge.
 - If you pay off early, you will not be entitled to a refund of part of the finance charge.

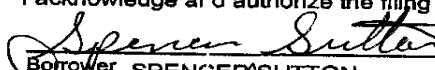
See your contract documents for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.


ITEMIZATION OF THE AMOUNT FINANCED

Amount given to you directly (including joint proceeds check(s)):

To: See HUD 1-A	To:
To:	To:
To:	To:
To:	To:
To:	Amount paid to others in your benefit:
To:	Filing Fees - Financed
To:	
To:	
To:	Prepaid Finance Charges:
To:	
To:	
Amount paid on your account(s):	
To TCF Bank	Total Prepaid Finance Charges

By signing, you state that you have received a filled-in copy of this form before signing it or your Agreement. I acknowledge and authorize the filing fees charged in the box above, if any.


Borrower SPENCER SUTTON


Collateral Owner IRENE SUTTON

Co-Borrower

Collateral Owner

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SPENCER SUTTON 092-092-0002477-8001

LEGAL DESCRIPTION

LOT 21 IN JOSEPH WASSELL'S SUBDIVISION OF THE WEST
1290.20 FEET OF THE SOUTH ½ OF THE NORTH ½ OF THE NORTH
½ OF THE NORTH ½ OF THE SOUTH WEST ¼ OF SECTION 4,
TOWNSHIP 39 NORTH, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER

16-04-301-031-0000

Property of Cook County Clerk's Office