

Prepared By:  
Audelio Maldonado  
TCF National Bank  
555 E. Butterfield Rd.  
Lombard, IL 60148

Return to: TCF National Bank  
Consumer Lending Department  
555 E. Butterfield Rd.  
Lombard IL 60148

SPACE ABOVE RESERVED FOR RECORDING DATA

CONSUMER LOAN MORTGAGE

13025419

TCF NATIONAL BANK  
ILLINOIS CONSUMER LENDING DEPARTMENT

Account Number: 092 - 069

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL  
INDEBTEDNESS SECURED BY THIS MORTGAGE IS  
ONE HUNDRED NINETY THOUSAND DOLLARS AND 00 CENTS

Dollars ( \$190,000.00 ).

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 27th day of August, 2007, by  
JUAN DIEGO and OLGA MORENO

Married

whose address is 6819 S KOLIN AVE CHICAGO IL 60629

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national  
banking association, 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 (the "Lender"), land and  
property in Cook County, Illinois, described as:

SEE ATTACHED

PREPARED BY AUDELIO MALDONADO @ 555 E BUTTERFIELD RD. LOMBARD IL 60148.

street address: 6819 S KOLIN AVE CHICAGO IL 60629

PIN # 19-22-409-007-0000

together with all buildings, improvements, and fixtures on the property, whether now on the property or  
added in the future, and all easements and other rights that pertain to the property (collectively the  
"Property"). This Mortgage secures performance and payment under the terms of this Mortgage and  
Borrower's note dated the same date as this Mortgage in the principal amount of  
ONE HUNDRED NINETY THOUSAND DOLLARS AND 00 CENTS

Dollars ( \$190,000.00 ), subject to any written amendments to the note agreed to by Lender and  
Borrower ("Note"). In addition to the indebtedness due under the Note, this Mortgage secures Protective  
Advances which may be in excess of the maximum principal amount stated above with interest thereon  
(collectively "Debt") and the performance of all covenants and agreements of Borrower contained herein.  
"Protective Advance" is defined as a payment made by Lender for performance of covenants of  
Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The full  
Debt, if not paid earlier, is due and payable on 09/11/2037.  If the box preceding this sentence is  
checked, the interest rate under the Borrower's Note is variable and can change daily, as described in  
the Note.

Borrower promises and agrees:

1. To keep the Property in good repair, and to comply with all laws and ordinances, which effect  
the Property.

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The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the heirs, personal and legal representatives, successors, and assigns of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person who signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against anyone signing the Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forebear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.

9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
  - (a) the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
  - (b) the creation of a purchase-money Security Interest for household appliances;
  - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
  - (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);
  - (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
    - (i) a transfer to a relative resulting from the death of Borrower;
    - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or
    - (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
  - (f) a transfer into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.
10. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
11. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a partial pre-payment, without any prepayment charge under the Note.
12. That the Borrower shall pay to Lender on the day the scheduled monthly payments are due under the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

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Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 12. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be an obligation of the Borrower in this Mortgage, as the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 6 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a written notice to Borrower by Lender and, upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Section 12.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

The Funds may be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Unless an agreement is made in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

13. That this Mortgage, and any actions arising out of this Mortgage, are governed by Illinois law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future.
14. That upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**Riders.** The following Riders are to be executed by the Borrower:

- Condominium Rider       Planned Unit Development Rider       Eallon Rider

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BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE AND HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Borrower:

Juan Diego  
(signature)

JUAN DIEGO

(type or very clearly print name)

OLGA MORENO  
(signature)

OLGA MORENO

(type or very clearly print name)

State of Illinois )  
County of Cook ) ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2007,

by JUAN DIEGO and OLGA MORENO

Married



Beatriz Ventura  
Notary Public Beatriz Ventura  
County, COOK

My commission expires:

April 22, 2009

This instrument was drafted by:  
TCF National Bank  
800 Burr Ridge Parkway  
Burr Ridge, IL 60527

Property of Cook County Clerk's Office

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 34 IN BLOCK 13 IN MARQUETTE ROAD TERRACE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 19-22-409-007-0000  
JUAN DIEGO AND OLGA MORENO, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON, NOR AS JOINT TENANTS, BUT AS TENANTS BY THE ENTIRETY

6819 SOUTH KOLIN AVENUE, CHICAGO IL 60629  
Loan Reference Number : 574955  
First American Order No: 13025419  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 DIEGO  
13025419

IL

FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE



*Returns to:*

FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FACT DEPT.

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