

UNOFFICIAL COPY



Doc#: 0926808027 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/25/2009 07:27 AM Pg: 1 of 6

025073509
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 05/03/2007 with loan number 092-099-0000562-8001. "Mortgage" means the mortgage that 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 COOK County, Illinois on 06/15/2007 (date), as Document No. 0716608121.

DATE OF AGREEMENT

The date of this Agreement is 01/08/2009. 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 07/17/2047. 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 charges 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 N/A %.
- The amount added to the annual interest rate index (called the "margin") is changed to N/A %.
- This change to the margin begins on the date of this Agreement and ends on N/A.
- 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 5.59 %.

Payment Change:

The total monthly payment for the Note is changed to \$ 525.49, beginning 01/17/2009. In addition to principal and interest, this includes: a) the monthly fee of \$ N/A for TCF Command Protection, if TCF Command Protection was elected by Borrower and has not been canceled; and b) the monthly amount of \$ N/A for Escrow Items, if escrow has not been waived by TCF.

If this box is checked, the final payment on your loan is a large balloon payment as disclosed in the Note. One final payment of \$ N/A is due on N/A.

Changes to Add Escrow:

The following is added as a term of the Note:

"Escrow Items" means those items described in the Mortgage. You promise to pay funds for Escrow Items in any Mortgage securing this Agreement. All payments will be applied to Escrow Items first and then to the remaining items, as explained in the Note. If you have purchased or purchase in the future, TCF Command Protection or Debt Waiver, Escrow Items will not be waived (they will be due) during any deferment period or in the event of a Death Waiver request.

(I agree to pay a tax service fee of \$ N/A [Finance Charge].)

UNOFFICIAL COPY

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 07/17/2047. 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 N/A %.

The amount added to the annual interest rate Index (called the "margin") is changed to N/A %.
This change to the margin begins on the date of this Agreement and ends on N/A.
On that date, the margin will change to the margin specified under the terms of the Note.

The following is added to the Mortgage:

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.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Mortgage. 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. The 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. 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 this Mortgage and pay such amount. Borrower shall then be obligated 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. Upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Mortgage.

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.

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 \$ 350.00 for the changes shown above.

OTHER CHANGES

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

UNOFFICIAL COPY

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

TCF National Bank**REAL ESTATE AND NON REAL ESTATE - IL**Borrower's Name(s) ("You" & "your")
JAIME BENAVIDES
WILLIAM ARROYO

Account No. 092-099-0000562-8001

Date 01/08/09

TRUTH IN LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
5.741 %	\$145,189.78	\$98,112.09	\$243,301.87

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
462	\$ 525.49	Monthly, Beginning 01/17/2009
1	\$ 525.49	Final Payment Due 07/17/2047

For items below with a checkbox, only the checked items 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 1 VILLAVERDE DRV #302 BUFFALO GROVE IL 60089

We have a setoff 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 a 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.

Please see page 2 for additional information.

092008

Page 1 of 2

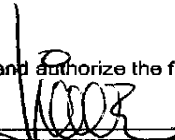
05/23/2008

UNOFFICIAL COPY

ITEMIZATION OF THE AMOUNT FINANCED		
Amount given to you directly (including joint proceeds checks):		
To:		Amount paid on your account(s) cont:
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		To TCF Bank
To:		Amount paid to others on your behalf:
To:		Filing Fees - Financed
To:		
To:		
To:		
To:		Prepaid Finance Charges:
		Processing Fee
<u>Amount paid on your account(s):</u>		
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 **JAIME BENAVIDES**



Co-Borrower **WILLIAM ARROYO**

Co-Borrower

Collateral Owner

UNOFFICIAL COPY

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.

[Signature]
Borrower JAIME BENAVIDES

[Signature]
Borrower WILLIAM ARROYO

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

Collateral Owner

Collateral Owner

STATE OF ILLINOIS
COUNTY OF

This instrument was acknowledged before me on this 14 day of January, by
JAIME BENAVIDES and WILLIAM ARROYO

[Signature]
Notary Public (SEAL)

OFFICIAL SEAL
ALBERTO S. OLVERA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06-16-12

Agreed to by
TCF NATIONAL BANK
[Signature] (Signature)
Its _____

STATE OF ILLINOIS
COUNTY OF

This instrument was acknowledged before me on this 16 day of Jan 2009, by
Linda E Dampke, as V.P. Consumer Lending of TCF National Bank, a national banking
association organized under the laws of the United States of America, on behalf of the corporation.

[Signature]
Notary Public (SEAL)

OFFICIAL SEAL
ANNA OLIVAS
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES MAY 04, 2011

This Instrument was drafted by:

TCF National Bank
801 Marquette Avenue
Minneapolis, MN 55402

Mail To:
TCF National Bank
Attn: Anna Olivas
555 E Butterfield Rd
Lombard IL 60148

UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY
 ALTA RESIDENTIAL LIMITED COVERAGE
 JUNIOR LOAN POLICY

YOUR REFERENCE: BENAVIDES, JAIME #99

POLICY NO.: 1408 025073509 HE

STREET ADDRESS: 1 VILLAVERDE DR, PALATINE, ILLINOIS 60067

DATE OF POLICY: 04/09/07

P.I.N.: 03-07-201-019-1040

AMOUNT OF INSURANCE: \$100,000.00

INSURED: TCF BANK--SEARCH DATED 04/24/07

A. GRANTEE:
 DEED DATED NOVEMBER 2, 2006 AND RECORDED NOVEMBER 3, 2006 AS DOCUMENT NO.
 0630749061 FROM JAIME BENAVIDES AND INGRID SHOWALTER, GRANTOR(S) TO JAIME
BENAVIDES, GRANTEE(S).

B. LEGAL DESCRIPTION:

UNIT NUMBER 1-302 IN VILLA VERDE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE
 FOLLOWING DESCRIBED REAL ESTATE: PART OF VILLA VERDE, A SUBDIVISION OF THE
 SOUTH 670 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP
 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF
 BUFFALO GROVE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1972 AS
 DOCUMENT NUMBER 21765265, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS
 EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE
 RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26700515, TOGETHER
 WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND THE TENEMENTS
 AND APPURTENANCES THEREUNTO BELONGING, IN COOK COUNTY, ILLINOIS

C. REAL ESTATE TAX INFORMATION:

PERMANENT INDEX NUMBER: 03-07-201-019-1040

2006 TAXES: 1ST INSTALLMENT: \$ 532.96 PAID
 FINAL INSTALLMENT: \$ NOT BILLED

OUR SEARCH OF THE LAST FIVE YEARS OF REAL ESTATE TAXES INDICATES THE FOLLOWING
 YEARS OPEN: NONE

D. MORTGAGES, JUDGMENTS AND OTHER LIENS OF RECORD:

(SEE ATTACHED)