

# UNOFFICIAL COPY



Doc#: 0928808029 Fee: \$74.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/15/2009 07:30 AM Pg: 1 of 6

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## 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 6/23/2008 with loan number 092-173-0003665-8001. "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: (X) County Recorder or the ( ) Registrar of Titles for COOK County, Illinois on 07/02/2008 (date), as Document No. 0818408093.

### DATE OF AGREEMENT

The date of this Agreement is 06/02/2009. 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 7/07/2048. 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 5.69%.

**Payment Change:**

The total monthly payment for the Note is changed to \$1,327.89, beginning 7/07/2009. 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 \$453.85 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 \$ \_\_\_\_\_ is due on \_\_\_\_\_.

**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)

PID #18252140270000 See attached for Legal Description.

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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 7/07/2048. 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 \$499.00 for the changes shown above.

### OTHER CHANGES

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

### Release and Waiver of Other Claims

In consideration of the modification of certain provisions of the Note and Deed of Trust, all as herein provided, and the other benefits received by Borrower hereunder, Borrower acknowledges that Borrower currently has no claims against Lender arising out of the solicitation, origination, or servicing of the Note or Deed of Trust and does hereby release Lender, and its predecessors, successors, affiliates, assigns, agents, officers, directors, employees and representatives of and from any and all claims, demand, actions and causes of action of any and every kind of character, whether known or unknown, present or future, which Borrower may have against Lender, and its predecessors, successors, affiliates, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Note and the Deed of Trust occurring prior to the date hereof.

# 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.

*Sal Preciado Jr.*  
Borrower SALVADOR PRECIADO JR

*Maria Elena Preciado*  
Borrower MARIA E PRECIADO

By signing, the Collateral Owner on the Note agrees to all 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 9th day of JUNE, 2009, by SALVADOR PRECIADO JR AND MARIA E PRECIADO

*Renata Mikos*  
Notary Public

(SEAL)

"OFFICIAL SEAL"  
RENATA MIKOS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07/27/09

Agreed to by  
TCF NATIONAL BANK

*Linda E. Sample* (Signature)  
Its \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF

This instrument was acknowledged before me on this 10 day of June 2009, by Linda Sample, 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.

*Anna Olivas*  
Notary Public (SEAL)

OFFICIAL SEAL  
Anna Olivas  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 6-4-2011

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

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

TCF National Bank

**REAL ESTATE AND NON REAL ESTATE - IL**

Borrower's Name(s) ("You" & "your")  
 SALVADOR PRECIADO JR  
 MARIA E PRECIADO

Account No. 092-173-00036656

Date 6/02/2009

**TRUTH IN LENDING DISCLOSURE STATEMENT**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled.
5.690%	\$373,399.86	\$249,380.55	\$622,780.41

Your payment schedule will be:

<b>NUMBER OF PAYMENTS</b>	<b>AMOUNT OF PAYMENTS</b>	<b>WHEN PAYMENTS ARE DUE</b>
468	\$1,327.89	Monthly, Beginning 7/07/2009
1	\$1,327.89	Final Payment Due 7/07/2048

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

7345 W 73RD ST BRIDGEVIEW, IL 60455

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

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08/13/2008

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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
Amount paid to others on your behalf:		
To:		Filing Fees - Financed
To:		
To:		
Prepaid Finance Charges:		
		Processing Fee
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 *Salvador Preciado Jr.*  
SALVADOR PRECIADO JR

*Maria E Preciado*  
Co-Borrower MARIA E PRECIADO

Collateral Owner \_\_\_\_\_

Collateral Owner \_\_\_\_\_



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**CHICAGO TITLE INSURANCE COMPANY  
ALTA RESIDENTIAL LIMITED COVERAGE  
JUNIOR LOAN POLICY**

YOUR REFERENCE: PRECIADO, SALVADOR JR AND MARIA #173 POLICY NO.: 1408 025090905 HE

STREET ADDRESS: 7345 W. 73RD ST, BRIDGEVIEW, ILLINOIS 60455 ✓

DATE OF POLICY: 06/05/08

P.I.N.: 18-25-214-027-0000 ✓

AMOUNT OF INSURANCE: \$250,000.00

INSURED: TCF BANK--SEARCH DATED 06/19/08

**A. GRANTEE:**

DEED DATED MAY 31, 2006 AND RECORDED JUNE 15, 2006 AS DOCUMENT NO. 0616643091 FROM GARY R. UTES AND MARCI M. HARVEY-UTES, HIS WIFE, GRANTOR(S) TO SALVADOR PRECIADO JR. AND MARIA ELENA PRECIADO, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY, GRANTEE(S).

**B. LEGAL DESCRIPTION:**

THE WEST 1/2 OF LOT 49 IN FREDERICK H. BARTLETTS HARLEM AVENUE AND 71ST STREET FARMS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED DEEMBER 24, 1936 AS DOCUMENT 11927277, IN COOK COUNTY, ILLINOIS

**C. REAL ESTATE TAX INFORMATION:**

PERMANENT INDEX NUMBER: 18-25-214-027-0000 ✓

2007 TAXES: 1ST INSTALLMENT: \$ 2,959.77 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)