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Illinois Anti-Predatory Lending Database Program



Doc#: 1028708602 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/14/2010 02:55 PM Pg: 1 of 8

Certificate of Exemption

CTIC-HE
01/08/17-HE
Property of Cook County Clerk's Office

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 19-15-404-031-0000

Address:

Street: 5930 S KEDVALE AVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60629

Lender: TCF BANK

Borrower: JUAN HUMBERTO DE LA CRUZ-RAMIREZ

Loan / Mortgage Amount: \$294,618.72

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 8D267D58-67DC-4A8F-BCB4-E902EB97A99A

Execution date: 09/30/2010

8

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Return to TCF NATIONAL BANK
 RETAIL LENDING DEPARTMENT
 555 EAST BUTTERFIELD ROAD
 LOMBARD IL 60148

SPACE ABOVE RESERVED FOR RECORDING DATA

CONSUMER LOAN MORTGAGE # 010011471

**TCF NATIONAL BANK
 ILLINOIS RETAIL LENDING DEPARTMENT**

Account Number: 092 - 071

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL
 INDEBTEDNESS SECURED BY THIS MORTGAGE IS
 TWO HUNDRED NINETY FOUR THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND 72 CENTS
 Dollars (\$294,618.72).

This **CONSUMER LOAN MORTGAGE** ("Mortgage") is made this 30th day of September, 2010, by
 JUAN HUMBERTO DE LA CRUZ and EVA DE LA CRUZ AKA EVA MARQUEZ-ORTEGA DE LA CRUZ,
 Married, Husband and Wife

whose address is 5930 S. KEDVALE AVE. CHICAGO IL 60629

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking
 association, 2508 South Louise Avenue, Sioux Falls, SD 57106 (the "Lender"), land and property in
 Cook County, Illinois, described as:

SEE ATTACHED :

PREPARED BY BETTY VENTURA @ TCF NATIONAL BANK 555 E. BUTTERFIELD
 RD. LOMBARD IL 60148

street address: 5930 S. KEDVALE AVE. CHICAGO IL 60629-4915

PIN # 19154040310000

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
 TWO HUNDRED NINETY FOUR THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND 72 CENTS

Dollars (\$294,618.72), 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 10/13/2015. 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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2. To pay all taxes, assessments, and water bills levied on the Property and any other amounts which would become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgage or other encumbrance.
3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as were disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. **Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's Agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's property ("Collateral"). This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes, or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Agreement. If Lender purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able obtain on Borrower's own.** Lender is not required to obtain the lowest cost insurance that might be available.
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.
6. That if Borrower fails to perform any of Borrower's obligations under this Mortgage, Lender may pay for the performance of such obligations. Any amount so paid and the cost of any title search and report made after any Default may be added to the Debt as a Protective Advance.
7. If Borrower is in default of any of the provisions of the Agreement or this Mortgage, then Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding and may avail itself of all other rights available under applicable law. **Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 9 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including but not limited to, the amount of the Debt outstanding, the costs and charges of such sale, reasonable attorneys' fees and costs of title evidence. In the event of any foreclosure or other sale under this Mortgage by virtue of judicial proceedings, advertisement, or otherwise, the Property may be sold in one parcel and as an entirety, or in such parcels, manner, or order as the Lender in its sole discretion may elect.
8. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to meet the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage.

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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, forbear, 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/homeowners 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 Balloon 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:

X Juan HUMBERTO DE la Cruz
(signature)
JUAN HUMBERTO DE LA CRUZ

(type or very clearly print name)

X Eva de la Cruz
(signature)
EVA DE LA CRUZ
AKA EVA MARQUEZ-ORTEGA DE LA CRUZ

(type or very clearly print name)

State of Illinois
County of Cook) ss.

The foregoing instrument was acknowledged before me this 30th day of September, 2010,
by JUAN HUMBERTO DE LA CRUZ and EVA DE LA CRUZ AKA EVA MARQUEZ-ORTEGA DE LA CRUZ
Married, Husband and Wife

Esperanza Garcia Valenzuela
Notary Public Cook County,
My commission expires: 2/3/14

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



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BALLOON RIDER AND NOTE ADDENDUM (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER AND NOTE ADDENDUM is made this 30th day of September, 2010, and is incorporated into and shall be deemed to amend and supplement the Note and the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure the Note to TCF National Bank ("Lender") of the same date and covering the property described in the Security Instrument and located at:

5930 S KEDVALE AVE CHICAGO IL 60629-4915

(Property Address)

The annual interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." You understand Lender may transfer the Note, Security Instrument, and this Balloon Rider and Note Addendum. Lender or anyone who takes the Note, the Security Instrument, and this Balloon Rider and Note Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument and the Note, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the final payment due date of the Note and Security Instrument (the "Maturity Date"), you will be able to obtain a new loan ("New Loan") with a new Maturity Date of 10/13/2040 and with an annual interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). **IF THOSE CONDITIONS ARE NOT MET, YOU UNDERSTAND THAT THE NOTE HOLDER IS UNDER NO OBLIGATION TO REFINANCE OR MODIFY THE NOTE, OR TO EXTEND THE MATURITY DATE, AND THAT YOU WILL HAVE TO REPAY THE NOTE FROM YOUR OWN RESOURCES OR FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY TO REPAY THE NOTE. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

2. CONDITIONS TO OPTION

If you want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (a) You must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (b) You must make a written request to the Note Holder as provided in Section 5 below; (c) Lender must be able to obtain the same or better lien position on the Property; (d) You must have not filed bankruptcy during the term of the Note; and (e) You must not be more than 30 days late on any scheduled payment at the time of your written request.

3. CALCULATING THE NEW NOTE RATE

If you elect a variable rate, the New Note Rate will be a variable rate not to exceed the highest U.S. Prime Rate published in *The Wall Street Journal* on the date of your refinancing plus .99 percentage points. If you elect a fixed rate, the New Note Rate will be the best first-mortgage fixed annual interest rate you qualify for offered by Lender based on Lender's then current pricing guidelines.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided all conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums you will owe under the Note and Security Instrument on the Maturity Date (assuming your monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of your new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify you at least 60 calendar days in advance of the Maturity Date and advise you of the principal, accrued but unpaid interest, and all other sums you are expected to owe on the Maturity Date. The Note Holder also will advise you that you may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide your payment record information, together with the name, title, and address of the person representing the Note Holder that you must notify in order to exercise the Conditional Refinancing Option. If you meet the conditions of Section 2 above, you may exercise the Conditional Refinancing Option by notifying the Note Holder of your election no later than 45 calendar days prior to the Maturity Date and whether you desire a fixed rate or variable rate refinancing. The Note Holder will calculate the New Note Rate based upon its then-current pricing guidelines as described in Section 3 above. You will then have 30 calendar days to provide the Note Holder with acceptable proof of your required ownership and occupancy. Before the Maturity Date, the Note Holder will advise you of the new interest rate (the New Note Rate), new monthly payment amount, and a date, time, and place at which you must appear to sign any documents required to complete the refinancing. You understand the Note Holder will charge you the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider and Note Addendum.

X Juan Humberto de la Cruz (Seal)
JUAN HUMBERTO DE LA CRUZ Borrower

X Eva de la Cruz (Seal)
EVA DE LA CRUZ AKA EVA Borrower

Borrower

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CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1408 010011471 HE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 35 IN BLOCK 4 IN W.F. KAISER AND COMPANY'S KEDVALE GARDENS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office