1124415009 Fee: \$72.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/01/2011 08:38 AM Pg: 1 of 5

### **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 06/15/2006 with loan number 092-121-0000448-8001. "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 ) Registra: of Jilles for Cook County, Illinois on 06/26/2006 (date), as Document No. 0617747022.

#### **DATE OF AGREEMENT**

The date of this Agreement is March 15, 2011. 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:

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The final due date of the Note is changed to 07/26/2036. 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,

	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.
X	Rate Change:
	☐ For Variable Rate Loans:
	☐ The minimum annual interest rate, or Annual Percentage Rate, for the Note is changed to NA%.
	<ul> <li>☐ The amount added to the annual interest rate Index (called the "ma gin") is changed to NA %.</li> <li>☐ This change to the margin begins on the date of this Agreement and encs on NA.</li> <li>☐ On that date, the margin will change to the margin specified under the terms of the Note.</li> </ul>
	The interest rate or finance charge for the Note is changed to <u>5.89</u> %.
X	Payment Change:
	The total monthly payment for the Note is changed to \$1,224.18, beginning 03/28/2011. In addition to principal and interest, this includes: a) the monthly fee of \$NA for TCF Command Protection, if TCF Command Protection was elected by Borrower and has not been canceled; and b) the monthly amount of \$279.41 for Escrow Items, if escrow has not been waived by TCF.
	$\square$ 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 \$ NA is due on NA.
	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 \$NA. (Finance Charge)

See attached for Legal Description. PID #25-03-433-026-0000

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# UNOFFICIAL COPY

X	Borrower and Lender agree that the Mortgage is changed as follows:	
$\boxtimes$	The scheduled date for final payment of what Borrower owes under the Mortgage is changed to <u>07/28/2036</u> .  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.	lf
	The minimum annual interest rate, or Annual Percentage Rate, is changed to NA%.	
	The amount added to the annual interest rate Index (called the "margin") is changed to $\underline{NA}$ %. This change to the margin begins on the date of this Agreement and ends on $\underline{NA}$ . 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 th Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes	e es

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 (hip emiums 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 ascrow 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 pay Lender he 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. 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 who, e 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 man 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 RESEA. 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 in outify 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 it 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.

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By signing, Borrower agrees to the changes shown on this and the previous pages. In addition, Borrower states that s/he has received a completed copy of this form.

Borrower Ludie Richardson SEE ATTACHED EXCUL	Bo	rrower		
Guarantee Chicago Title Land Trust Company as Trustee C		rust Number 8002346729		
By signing, the collateral owner on the Note agrees to all tunder this Agreement.	the changes mad	e to the Note and Mortgage		
Collateral Owner	Collateral Owr	Collateral Owner		
STATE OF ILLINOIS COUNTY OF				
This instrument was acknowledged before me on this _ Ludie Richardson and Chicago Title Land Truct Compar	/5/// day of ny as Trustee UF	MRCH, DOII, by TA Known as Trust Number 800234672 OFFICIAL SEAL		
Notary Public	(SEAL)	NOTARY PUBLIC, STATE OF ILLINOIS  My Commission Expires 09-11-13		
Agreed to by TCF NATIONAL BANK  (Signature)	Chy.			
Its conoperations officer		6/4/		
STATE OF ILLINOIS MIN COUNTY OF RUNDEY		TS		
This instrument was acknowledged before me on this _	_	\ ' / _		
microllebail, astonge				
national banking association organized under the laws of t	he United States	of America, on behalt of the		
Della Generalian College				
Notary Public (SEAL)		A A A A A A A A A A A A A A A A A A A		
This instrument was drafted by:		ele inne industrial ( properties in the JESCAN S Ark Control (On S		
TCF National Bank 801 Marquette Avenue Minneapolis, MN 55402		한 (현용) (AV) (D. <b>20</b> 12 - 시 - (AN) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A		

Mail To:

**TCF** National Bank

Attn: Anna Olivas 555 E Butterfield Rd Lombard IL 60148

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### UNOFFICIAL CO

- 004370811 ORDER NO.: 1301

\_ 004370811 ESCROW NO.: 1301

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STREET ADDRESS: 9435 SOUTH LANGLEY AVENUE

CITY: CHICAGO

ZIP CODE: 60619

COUNTY: COOK

TAX NUMBER: 25-03-433-026-0000

LEGAL DESCRIPTION:

Droponty Ox Coc LOT 25 IN BLOCK 9 IN BURNSIDE, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3 (EXCLUSIVE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD AND THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD) AND ALL THAT PART OF THE SOUTH EAST 1/4 OF THE WEST 1/2 OF SECTION 2 VFST OF THE ILLÍNOIS CENTRAL RAILROAD AND NORTH OF THE RIGHT OF WAY OF THE "Y" TRACT TO CONNECT THE ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN TOWISHIP 37 NORTH, RANGE 14, EAST OF Sort's Original THE THIRD PRINCIPAL MERIDIAIN, IN COOK COUNTY, ILLINOIS

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## **UNOFFICIAL COPY**

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 8002346729 DATED JUNE 9, 2006 ATTACHED TO AND MADE A PART OF THAT CLOSED-END LOAN MODIFICATION AGREEMENT DATED MARCH 15, 2011 WITH TCF NATIONAL BANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability of personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TILE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: March 15, 2011

CHICAGO TITLE LAND TRUST CONTANY as Trustee as aforesaid and not personally

By:

Assistant Vice President

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforescided to hereby certify that the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that sive/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this March 15, 2011

**Notary Public**