

Property of Cook County Clerk's Office

**MORTGAGE MODIFICATION AGREEMENT**

Date:

"Borrower" ADOLFO CALDERON AND RODOLFO CALDERON AND MARIA M CALDERON

Property Address: 1024 CASA DR SCHAUMBURG IL 60173

PIN# 07-14-403-007-1093

"Lender" TCF National Bank

"Note" the contract between Borrower and Lender dated 12/06/2004 with loan number XXXXXXXXXXX0281XXXX.

"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, COOK County, Illinois on 12/14/2004, as Document Number 0434945129.

**CHANGES TO THE MORTGAGE**

Borrower and Lender agree that the Mortgage is changed as follows:

Any reference to a specific interest rate in the Mortgage is hereby deleted. The Note will carry interest as set forth therein or as may be agreed by the Borrower and Lender from time to time.

The scheduled date for final payment of what Borrower owes under the Mortgage is changed to 12/20/2042.

Upon payment of \$NA, the maximum principal indebtedness secured is hereby reduced to \$NA.

The following is added to the Mortgage:

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

# UNOFFICIAL COPY

"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. 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. 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.

## OTHER CHANGES

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

All provisions of the Note and Mortgage, except as changed above, remain unchanged. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

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.

*Adolfo Calderon* 1/29/13  
Borrower ADOLFO CALDERON  
*Moriv H Calderon*

*Rodolfo Calderon* 1/29/13  
Borrower RODOLFO CALDERON

# UNOFFICIAL COPY

Maria M Calderon  
Collateral Owner MARIA M CALDERON

Adolfo Calderon

Rodolfo Calderon  
Collateral Owner

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on this 29<sup>th</sup> day of January 2013 by ADOLFO CALDERON AND RODOLFO CALDERON AND MARIA M CALDERON.

Rafael Bahena

Notary Public

(SEAL)



Agreed to by  
TCF NATIONAL BANK

Patrick Votel (Signature)

Its Loan Verification Admin

STATE OF Minnesota

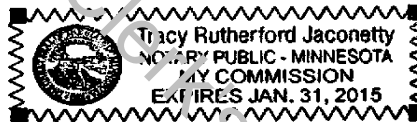
COUNTY OF Ramsey

This instrument was acknowledged before me on this 20<sup>th</sup> day of February, 2013 by Patrick Votel, as Loan Verification Admin of TCF National Bank, a national banking association organized under the laws of the United States of America, on behalf of the corporation.

Tracy Rutherford Jaconetty

Notary Public

(SEAL)



Drafted by and Returned to:

TCF National Bank  
Attn: Modification Group  
101 East 5<sup>th</sup> Street Suite 101  
St Paul MN 55101

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

YOUR REFERENCE: 13446089-14890255-1

POLICY NO.: 1408 032029395 HE

STREET ADDRESS: 1024 CASA DR, SCHAUMBURG, ILLINOIS 60173

DATE OF POLICY: 12/20/12

P.I.N.: 07-14-403-007-1093

AMOUNT OF INSURANCE: \$141,130.01

INSURED: TCF NATIONAL BANK

**A. GRANTEE:**

ADOLFO CALDERON AND MARIA CALDERON, HIS WIFE, AS JOINT TENANTS

**B. LEGAL DESCRIPTION:**

UNIT 16-B-3 IN DEL LAGO VILLAS CONDOMINIUM AS DELINEATED ON SURVEY OF CERTAIN PARTS OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 9, 1970 AND KNOWN AS TRUST NUMBER 41360, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22385436, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

**C. REAL ESTATE TAX INFORMATION:**

PERMANENT INDEX NUMBER: 07-14-403-007-1093

2011 TAXES: 1ST INSTALLMENT: \$1,872.96 PAID

FINAL INSTALLMENT: \$1,447.35 PAID

OUR SEARCH OF THE LAST FIVE YEARS OF REAL ESTATE TAXES INDICATES THE FOLLOWING YEARS OPEN: 2008, 2009, 2010

**D. MORTGAGES, JUDGMENTS AND OTHER LIENS OF RECORD:**

(SEE ATTACHED)