

UNOFFICIAL COPY

This Instrument Prepared By:

After Recording Return To:

~~Sheila Bellingier~~
TCF National Bank

Attn: Modification Group
101 East 5th Street Suite 101
St Paul MN 55101

Sheila Bellingier (Kentucky only)
Signature

When Recorded Return to:

Accurate Title Group
1260 Energy Lane
St. Paul, MN 55106

29000 80



Doc#: 1521039079 Fee: \$48.00
RHSP Fee: \$9.00 RPIRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/29/2015 10:38 AM Pg: 1 of 6

[Space Above This Line for Recording Data]

1025509-04

MATURING CLOSED-END LOAN MODIFICATION AGREEMENT

The date of this Agreement is 04/27/2015. This Agreement is not effective unless both Borrower and Lender sign this Agreement.

For items with boxes, only items with checked boxes apply.

DEFINITIONS

"Borrower" TRINA STREETER-KLUKA A/K/A TRINA H STREETER F/K/A TRINA HONEY STREETER

"Lender" TCF National Bank

"Loan Documents" means the Note and Security Instrument, collectively, as they may have previously been amended.

"Note" the contract between Borrower and Lender dated 10/25/1999 evidencing loan number 092-XXX-XXXX588-XXXX.

"Security Instrument" means the mortgage or deed of trust that secures the Note, which is dated the same date as the Note, as amended October 17, 2014, and which is of record in Book, Volume, or Liber No. N/A, at page N/A (or as No. 09054407) of the Official Records of Cook County, State (or Commonwealth) of Illinois, upon the following described property situated in N/A Town or District, Cook County, State of Illinois:

CHANGES TO THE SECURITY INSTRUMENT

The following is added to the Security Instrument:

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 Security Instrument as a lien or encumbrance on the Property; and (b)

Maturing Closed End Modification
© TCF National Bank 2015

Doc #1618
04/03/2015

S
P
S
M
S
E
INT

UNOFFICIAL COPY

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 Security Instrument. 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 Security Instrument. 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 Security Instrument 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 Security Instrument.

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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

CHANGES TO THE NOTE

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

TCF Command Protection: The TCF Command Protection Agreement is terminated and is no longer valid for the duration of your loan. This means that you may not use TCF Command Protection for any reason. TCF will no longer charge you the Command Protection fee. This does not affect or alter the status of any claims submitted prior to execution of this Agreement.

(All parties must initial) Borrower/Co-Borrower/Collateral Owner Initials: EL 5/1/15

Final Due Date Adjustment: The Final Due Date of the Note is changed to 05/13/2040. You agree to pay the entire unpaid balance of the Note, together with unpaid and accrued interest and any other charges owing, on or before this date.

UNOFFICIAL COPY

Interest Rate Change: The interest rate for the Note is fixed and is permanently changed to 7.54% per year for the remainder of your loan. This rate will continue in effect until your loan is paid in full, even after the Final Due Date.

Payment Change: The monthly payment for the Note is changed to \$686.96, beginning with the payment due on 05/13/2015 and continuing for 300 payments until the Final Due Date, at which time payment of the remaining Principal Balance and all other amounts owed will be due and payable. Your monthly payments are due on the 13th day of each month until the Final Due Date. Your monthly payment includes amounts for principal, interest, and escrow.

We determined your new monthly payment by calculating the amount that would be large enough as of the date of this Agreement to repay the following in full by the Final Due Date: (1) the Principal Balance owed of \$74,137.19; and accrued but unpaid interest of \$140.76. Your new monthly payment does not include (i) previously deferred interest; or (ii) unpaid late charges; or (iii) unpaid fees for TCF Command Protection, if applicable. You will pay these amounts in a final balloon payment on the Final Due Date, unless you make early or additional payments before the Final Due Date.

In addition to principal and interest (including accrued but unpaid interest), your payment will include the monthly escrow payment for: taxes and insurance (only applicable if checked). NOTE: The required escrow payment may change; if that happens we will notify you of your new monthly payment amount.

We will not charge you a late charge on any payment when the only delinquency is due to late charges assessed on earlier payments and the payment is otherwise a full payment.

Changes to Add Escrow:

The following is added as a term of the Note:

"Escrow Items" means those items described in the Security Instrument. You promise to pay funds for Escrow Items in any Security Instrument 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 TCF Command Protection, Escrow Items will not be waived (they will be due) during any deferment period.

You will pay a one-time service fee of \$N/A.

Account Brought Current: Your loan will no longer be past due if you make payments as agreed under this Agreement.

Attorney Fees and Collection Costs. To the extent not prohibited by law, you will pay all of our costs and attorneys' fees in collections, foreclosure, and any other legal actions if you are in default. In addition, we may hire or pay someone else to help us collect this account if you fail to make your payments. You agree to pay all of our reasonable costs of collection including but not limited to collection agency charges and fees.

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions will remain in full force and effect.

DAILY SIMPLE INTEREST

We calculate interest using the "daily simple interest" method. If we receive your monthly payment after the due date, you will pay more interest on a "daily simple interest" loan than on a standard mortgage loan and it will take you longer to pay off the loan. It does not matter whether you make the payment within the grace period for a late charge. You could owe much more money at the end of your loan because your payments received after the due date were applied to interest and not to principal. If we receive your monthly payment before the due date, you will pay less interest on a "daily simple interest" loan than on a standard mortgage loan and you will pay off your loan faster.

NOTE & SECURITY INSTRUMENT REFERENCES

UNOFFICIAL COPY

Borrower and Lender agree that whenever the Loan Documents refer to the Note and Security Instrument, each reference will be to the Note or Security Instrument as modified by this Agreement.

MODIFICATION FEE

Borrower agrees to pay a fee of \$299.00 for the changes shown above.

OTHER CHANGES

All provisions of the Loan Documents except as changed above, remain unchanged.

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.

Trina Streeter-Kluka
Borrower TRINA STREETER-KLUKA A/K/A Borrower
TRINA H STREETER F/K/A TRINA HONEY STREETER

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

Trina Streeter-Kluka
Collateral Owner Collateral Owner

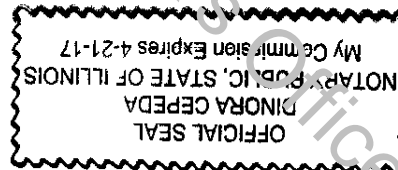
State of IL
County of COOK

The foregoing instrument was acknowledged before me this 1st day of MAY, 2015 by TRINA STREETER-KLUKA A/K/A TRINA H. STREET F/K/A TRINA HOEN STREETER.

Dinora Cepeda
(Signature)

Printed Name: DINORA CEPEDA

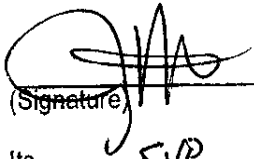
My Commission Expires: 4-21-17



[TCF Signature Page to Follow. Rest of Page Intentionally Left Blank]

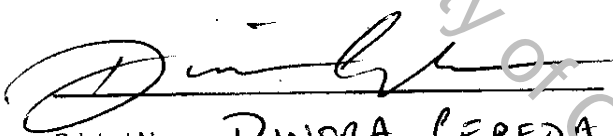
UNOFFICIAL COPY

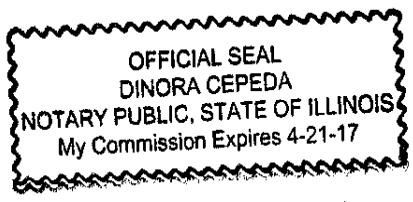
Agreed to by
TCF NATIONAL BANK


(Signature) _____
Its SVP _____

State of ILLINOIS
County of COOK

The foregoing instrument was acknowledged before me this 1ST day of MAY, 2015, by
JEFF MEMETTI, the SVP of TCF National Bank.


Printed Name: DINORA CEPEDA
My Commission Expires: 04-21-17



This instrument was drafted by:
TCF National Bank
Sheila Bellinger
101 East 5th Street Suite 101
St. Paul, MN 5101

Recording Requested By/~~Return to:~~
TCF National Bank
Attn: Modification Group
101 East 5th Street Suite 101
St. Paul, MN 5101

UNOFFICIAL COPY

EXHIBIT A

THE REAL ESTATE SITUATED IN COOK COUNTY AND STATE OF ILLINOIS TO WIT:

LOT 35 (EXCEPT THE EAST 21 FEET THEREOF) AND THE EAST 19 FEET OF LOT 36 IN BLOCK 6, IN PON AND COMPANYS RIVERSIDE SUBDIVISION, BEING A SUBDIVISION OF THAT PART LYING NORTH OF LITTLE CALUMET RIVER OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE WEST OF THE NORTHEAST QUARTER (EXCEPT THE WEST 25 ACRES THEREOF) OF SECTION 32, NORTH OF INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS BEING THE SAME PROPERTY CONVEYED TO JASON D. STREETER, DATED 06/30/2010 AND RECORDED ON 07/15/2010 IN INSTRUMENT NO. 1019647177, IN THE COOK COUNTY RECORDERS OFFICE.

PARCEL NO: 25-32-209-106-0000

1825509

Address :912 W 129TH PL, CHICAGO,IL



U05434534

10207 7/21/2015 79997185/1