

Note: This instrument being re-recorded to add legal and notary acknowledgement.

CHICAGO TITLE INSURANCE COMPANY

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CONSUMER LOAN MORTGAGE

TCF NATIONAL BANK
ILLINOIS CONSUMER LENDING DEPARTMENT

Account Number: 092 - 121

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NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IS SEVENTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00 CENTS DOLLARS (\$71,250.00).

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 31st day of March, 2006, by BERNABE ALARCON

Married

whose address is 2650 S TRIPP CHICAGO IL 60650

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking association, 801 Marquette Avenue, Minneapolis, Minnesota 55402 (the "Lender"), land and property in Lake County, Indiana, described as:

SEE ATTACHED; SUBMITTED BY MARIANELA VELAZQUEZ 555 E BUTTERFIELD LOMBARD IL 60148

street address: 3625 PARRISH EAST CHICAGO IN 60646

tax identification no. 30-291-15

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 SEVENTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00 CENTS

Dollars (\$71,250.00), subject to any written amendments to the note agreed to by Lender and Borrower ("Note"). In addition to the indebtedness 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 the Borrower contained herein. "Protective Advance" is defined as a payment 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 04/10/2046

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 affect the Property.
2. To pay all taxes, assessments, and water bills levied on the Property, and any other amounts which could become a Security Interest against the Property. "Security Interest" includes any lien, mortgages 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 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. If Borrower fails to keep the Property insured, Lender may, but is not required to, obtain such insurance to protect Lender's interest. Such insurance obtained by Lender may not protect Borrower's equity interest in the Property. 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 money 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 all payments under the Note will be paid when due and in accordance with the terms of the Note and this Mortgage. That if Borrower fails to pay or perform any of Borrower's obligations under this Mortgage, Lender may pay or perform 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.

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7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage. The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the Borrower's, heirs, personal and legal representatives, successors, and assigns. 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 that signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against any person signing this 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.
8. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may require immediate repayment in full of the Debt (called "acceleration") as provided in the Note and foreclose this Security Instrument in a manner provided by law if Borrower is in Default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a Default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Note, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Note Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing Default. By not exercising any remedy on Borrower Default, Lender does not waive Lender's right to later consider the event a Default if it continues or happens again.
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 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 Section 10. 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 10.
- 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.

7. The arbitrator(s) will give written and reasoned findings of fact (a determination of what happened) and conclusions of law (legal consequences from the facts).
8. This Agreement involves interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended.
9. If we or you elect arbitration regarding a Claim, the other party will no longer have the right to bring any claim in court or to seek a judicial resolution of a Claim, in a jury trial or otherwise, except (1) a right of appeal will continue to exist to the extent permitted by the Federal Arbitration Act, and (2) if the amount claimed exceeds \$100,000, either party may appeal the award of an arbitrator to a three-arbitrator panel (administered by the Administrator) which shall reconsider de novo any aspect of the award requested by the appealing party. The decision of the panel shall be rendered by at least a majority of the panel; and the costs of the appeal will be paid by the appealing party no matter which party wins the appeal. However, we will consider in good faith a reasonable written request by you to pay all or part of such fees. In addition, after the arbitrator(s) make(s) a decision, you or we may apply to court to enter a judgment based on the decision.
10. If arbitration is chosen, you and we waive the right to have any Claim arbitrated as a class action or a private attorney general action. The arbitration will be limited to your or our individual Claims only. Notwithstanding any other provision in this Agreement, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in a court or in arbitration either as a class representative or a class member; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate Claims with claims of any other person. The validity and effect of this Section 10 shall be determined exclusively by a court and not an arbitrator.
11. This Agreement shall survive: (1) any modification, extension or forbearance of the loan agreement; (2) your full payment of the loan; (3) our sale or transfer of any property securing the loan; (4) any foreclosure or other legal proceeding by us to collect a debt owed by you; (5) the transfer of any such property securing the loan; (6) your bankruptcy (except where prohibited by bankruptcy law); and (7) any rescission by you or attempt by you to rescind the loan pursuant to any applicable law. If any portion of this Agreement cannot be enforced, the rest of the Agreement will continue to apply; provided, however, that if Section 10 above is invalidated in a proceeding in which you and we are involved and such invalidation becomes final, the entire Agreement shall be null and void with respect to such proceeding.
12. In the event of a conflict between the Administrator's code and this Agreement, this Agreement controls. In the event of a conflict between this Agreement and your loan agreement or application, this Agreement controls. In the event of a conflict between this Agreement and the applicable substantive law, the applicable substantive law controls.
13. YOUR RIGHT TO REJECT: IF YOU DON'T WANT THIS AGREEMENT TO APPLY, YOU MAY REJECT IT BY MAILING TO US AT TCF, DIRECT MARKETING EXO-01-D, 801 MARQUETTE AVENUE, MINNEAPOLIS, MN 55402 A WRITTEN REJECTION NOTICE WHICH DESCRIBES THIS AGREEMENT AND TELLS US THAT YOU ARE REJECTING THIS AGREEMENT. A REJECTION NOTICE IS ONLY EFFECTIVE IF IT IS SIGNED BY ALL BORROWERS, COLLATERAL OWNERS AND COSIGNERS, AND IF WE RECEIVE THE NOTICE WITHIN 30 DAYS AFTER THE DATE OF THIS AGREEMENT. IF YOU REJECT THIS AGREEMENT, THAT WILL NOT AFFECT ANY OTHER PROVISION OF YOUR LOAN AGREEMENT OR THE STATUS OF YOUR LOAN. IF YOU DON'T REJECT THIS AGREEMENT, IT WILL BE EFFECTIVE AS OF THE DATE OF THIS AGREEMENT.

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT, YOUR RIGHT TO A JUDGE OR JURY TRIAL, YOUR RIGHT TO PURSUE A CLAIM AS A CLASS ACTION OR A PRIVATE ATTORNEY GENERAL ACTION, YOUR DISCOVERY RIGHTS, AND YOUR RIGHTS OF APPEAL.

BY SIGNING, YOU STATE THAT YOU HAVE READ THIS ARBITRATION AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS AND CONDITIONS.


 Borrower/Collateral Owner/Cosigner Signature
 BERNABE ALARCON

 Borrower/Collateral Owner/Cosigner Signature

 Borrower/Collateral Owner/Cosigner

 Borrower/Collateral Owner/Cosigner

**This agreement is accepted by TCF NATIONAL BANK.
 (no signature required)**

State of Indiana)
)ss:
County of Lake)

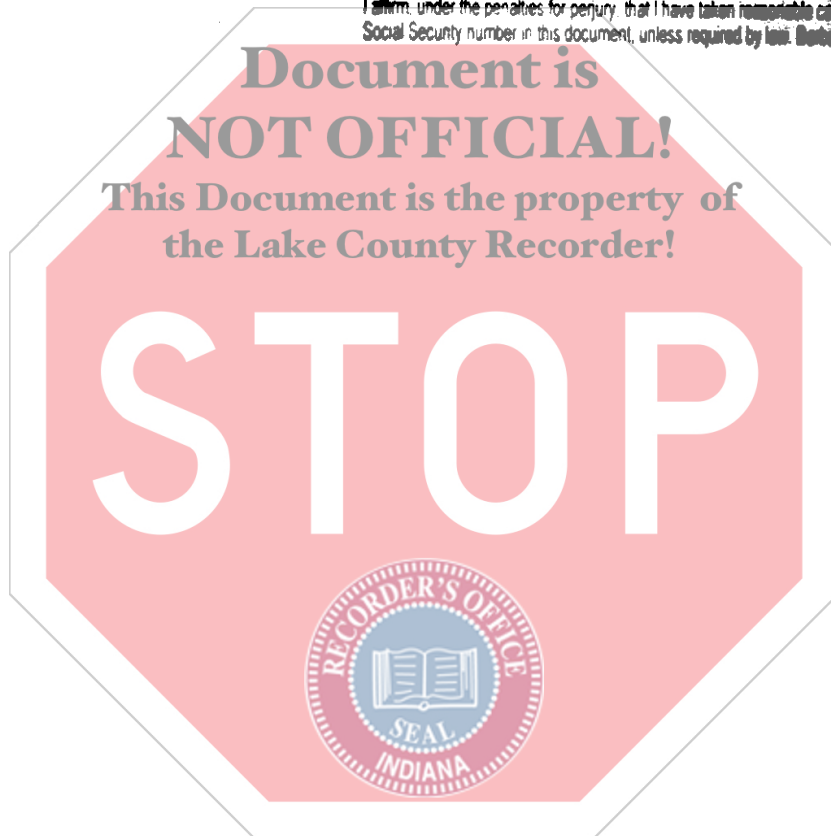
ACKNOWLEDGEMENT

Before Me, a Notary Public in and for said County and State, personally appeared Bernabe Alarcon who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial Seal this 31st day of March , 2006 .

My commission expires: 10-29-08
Resident of: Lake County

Signature *Gloria Miller*
Printed: Gloria Miller

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Barbara Maggure



No: 620061423

LEGAL DESCRIPTION

Lot 13, in Block 58, in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

