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Prepared By: Linda E. Dompke
TCF National Bank
1415 Algonquin Rd.
Rolling Meadows, IL 60008

Doc#: 1007003017 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/11/2010 10:27 AM Pg: 1 of 6

Recording Requested by: LSI
When Recorded Mail to:
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2550 N. Red Hill Ave.
Santa Ana, CA 92705
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Subordination Agreement

Property of Cook County Clerk's Office

S	<u>Y</u>
P	<u>4</u>
S	<u>N</u>
M	<u>N</u>
SC	<u>Y</u>
E	<u>Y</u>
INT	<u>9M</u>

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RECORDING REQUESTED BY :

WHEN RECORDED RETURN TO :

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

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SUBORDINATION AGREEMENT

New Loan #: 0187328802

192

This Subordination Agreement is dated for reference 12/14/2009 and is between

TCF National Bank whose principal address is 1415 ALGONQUIN RD, ROLLING MEADOWS, IL 60008 (called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD, BLDG: 1A2 , MAC: D1108-02F, CHARLOTTE, NC 28262

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument").

Date of Note and Security Instrument : 6/24/2004

Borrower(s) Name(s) ("Borrowers") : Joseph Viggiano and Yolanda Viggiano

Property Address: 117 SOUTH HI-LUSI, MOUNT PROSPECT, IL 60056

Legal Description of real property secured by Security Instrument ("Property") :

See Exhibit A (Attached)

Recording Date : 6/29/2004 County : COOK Amount : \$68,000.00

Recording Number : 0418133169 Book : Page :

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender in the original principal sum of \$253,200.00 Date: 2/26/2010

(the "New Senior Security Instrument").

not to exceed

** To record with mortgage*

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New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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STATE OF Illinois

COUNTY OF Will

On Jan. 27, 2010

Before Me, Anna Olivas

Personally Appeared Linda E Dompke, VP
TCF National Bank

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anna Olivas
Signature of Notary Public Anna Olivas

My Commission Expires: 5-4-11



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Order ID: 7404766
Loan No.: 0119016046

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 213 in H. Roy Berry Co's Colonial Manor, being a Subdivision of part of the Northeast quarter (1/4) of Section 11 and part of the Northwest quarter (1/4) of Section 12, all in Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel Number: 0811-208-009-0000

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JUNIOR LENDER: TCF National Bank

BY: Linda E Dompke

NAME: LINDA E Dompke

TITLE: VP

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