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Prepared by and when recorded
Mail to: TCF NATIONAL BANK
555 BUTTERFIELD ROAD
LOMBARD IL 60148

Doc#: 1125642112 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/13/2011 01:43 PM Pg: 1 of 4

209419

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX3300 XXXX

Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 8/22/2011

Borrower(s): Joshua J Lewis & Lisa M. Lewis

Senior Lender: Draper and Kramer Mortgage Corp dba 1st Advantage Mortgage

Subordinating Lender: TCF National Bank

Property Address: 6437 North Leoti Ave Chicago IL 60646

PIN #: 10-33-323-037-0000

BOX 441

SUBORDINATION ONLY

05/19/2011

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INT 3

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above but contingent upon the Subordinating Lender's receipt of \$300.00 from the Senior Lender, is made by the Subordinating Lender in favor of the Senior Lender named above.

Joshua J Lewis & Lisa M Lewis (individually and collectively the "Borrower") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Commandcredit Plus Mortgage given by the Borrower, covering that real property, more particularly described as follows:

See Attached

which document is dated February 4th, 2011, filed of record on February 14th, 2011, as Document Number 1104522065, with the County Recorder, Cook County, Illinois in the amount of \$123,000.00; (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to Borrower by Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$417,000.00 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer has set its hand and seal as of the Effective Date above unless otherwise indicated. If the New Loan or Amended Loan exceeds \$417,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By 
(Signature)

8/22/2011
Date

Joe W Garcia
(Printed Name)

Vice President
(Title)

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 22ND day of August, 2011 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, or on behalf of the association.


Notary Public

My Commission Expires: 02/25/13

This instrument was drafted by:
TCF National Bank
101 East 5th Street Suite 101
St Paul MN 55101



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Commitment Number: 209419

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 15 IN BLOCK 26 IN EDGEBROOK MANOR, A SUBDIVISION OF LOTS 27, 32 TO 35, THAT PART OF THE SOUTHWEST 1/2 OF LOT 28, ALL OF LOT 39 WEST OF THE ROAD, ALL OF LOTS 40 TO 44, THE SOUTHWEST 1/4 OF 45, ALL OF 47 TO 52 IN OGDEN SUBDIVISION, EXCEPT THEREFROM THAT PART OF LOTS 37 AND 41 LYING SOUTH OF THE NORTH CITY LIMITS OF CHICAGO, WEST OF THE CENTER LINE OF CARPENTER ROAD AND EAST OF THE RIGHT OF WAY OF THE CHICAGO, MINNEAPOLIS AND ST. PAUL RAILROAD, AND EXCEPT ALSO THE 100 FOOT RIGHT OF WAY OF THE CHICAGO, MINNEAPOLIS & ST. PAUL RAILROAD IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-33-323-037-0000

CKA: 6437 North Lodi Avenue, Chicago, IL, 60646