# **UNOFFICIAL COP**

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: XXXXXXXXXX3300 XXXX

Reference Number:

SUBORDIC, ATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE Juny Clark's Office

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

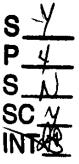
PIN #: 10-33-323-037-0000

BOX 441

SUBORDINATION ONLY

05/19/2011

Page 1 of 3



1125642112 Page: 2 of 4

### **UNOFFICIAL COPY**

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 Commanderedit 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 rirst lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan of 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 for h 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 herely 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.

1125642112 Page: 3 of 4

### **UNOFFICIAL COPY**

### 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)	<u>8/22/2011</u> 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 2200 day of August, 2011 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, or of half of the association.

Natary Public

My Commission Expires:

02/25/13

This instrument was drafted by: TCF National Bank 101 East 5<sup>th</sup> Street Suite 101 St Paul MN 55101 OFFICIAL SEAL
ESTRELLA GARCIA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES FEBRUARY 25, 2013

2/0/4/5

1125642112 Page: 4 of 4

## **UNOFFICIAL COPY**

Commun. €1 lumber: 209419

#### SCHEDULE C

### PROPERTY DESCRIPTION

The land referred to in the Constitution is described as follows:

THE FOLLOWING DESCRIBE O RE ALESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT.

LOT 15 IN BLOCK 26 IN EDGEBROO! M WOR, A SUBDIVISION OF LOTS 27, 32 TO 35, THAT PART OF THE SOUTHWEST 1/2 OF LOT  $^2$  ALL OF LOT 39 WEST OF THE ROAD, ALL OF LOTS 40 TO 44 THE SOUTHWEST 1/4 OF 5, ALJ OF 47 TO 52 IN OCIDEN SUBDIVISION, EXCEPT THEREFROM THAT PART OF LOTS 3 . AND 41 LYING SOUTH OF THE NORTH CITY LIMITS OF CHICAGO, WEST OF THE CENTER TINE OF CARPENTER ROAD AND BAST OF THE RIGHT OF WAY OF THE CHICAGO, MINNEA! OL 3 AND ST. PAUL RAILROAD, AND EXCEPT ALSO THE 100 FOOT RIGHT OF WAY OF THE CHICAGO, MINNEAPOLES & ST. PAUL RAILROAD IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 LAST OF THE THIRD PRINCIPAL Clort's Office MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-33-323-037-0000

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

ALTA Commitment Schedule C