Doc#. 1134057153 fee: \$52.00 Date: 12/06/201 D1140 AM Pg: 1 of 4 Gook County Recorder of Deeds *RHSP FEE \$10.00 Applied

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

{Space Above This Line for Recording Data}

20078521

Account Number:

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date:

June 3.2011

Borrower(s): Shailendra Sharan and Deepa Sharan

Senior Lender: Providert Funding Group

Subordinating Lender: TCF National Bank

My Clart's Office Property Address: 1217 S Old Forge Ct, Palatine, IL 60067

PIN# 02-27-415-008

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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.

Shailendra Sharan and Deepa Sharan, Husband and Wife (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 Altached

which document is dated 26th day of February, 2008 filed of record on 12th day of March, 2008 with the County Recorder or Cook County, Illinois as Document No. 0807347128 and re-recorded on the 21st day of October, 2008 as Document No. 0829508205, in the amount of \$60,000.00 (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 \$392,000.00 (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.

KRLORDED 119-11 as OUC # 1131318030

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

NOW, THEREFORE, for and in consideration of the above recitae 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.

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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.

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 \$392,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bank		1.1
By Jan W		(f(l)
(Signature)	94	Date
<u>Joseph W Garcia</u> (Printed Name)	Co	
Vice President (Title)	72	
STATE OF ILLINOIS) SS COUNTY OF COOK)		C/A/S

The foregoing instrument was acknowledged before me on this 3rd day of June, 2011 by Joseph W Garcia, Vice President of TCF National Bank, a national banking association, on behalf

of the association.

Notary Public

My Commission Expires:

OFFICIAL SEAL ESTRELLA GARCIA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES FEBRUARY 25, 2013

SUBORDINATION ONLY Mort

05/19/2011

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LEGAL DESCRIPTION

LOT 78 IN WEXFORD UNIT 3, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Proberty of Cook County Clark's Office