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

Doc#: 1134703004 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/13/2011 09:38 AM Pg: 1 of 4

77401600

When Recorded Return To:
Indeconm Global Services
2925 Country Drive
St. Paul, MN 55117

record and

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX524XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 11/10/2011

Borrower(s): ALAN N MAY and AMY B MAY

Senior Lender: PHH Home Loans, LLC

Subordinating Lender: TCF National Bank

Property Address: 3313 PAYNE S EVANSTON IL 60201

PIN# 10-11-316-016-0000

S 7
P 4
S N
M N
SC 7
E 7
I 47 846

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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.

ALAN N MAY and AMY B MAY (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 10th day of February, 2006 filed of record on 10th day of March, 2006 with the County Recorder of Cook County, Illinois as Document No.0606933097, in the amount of \$123,450.00 (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 \$274,000.00 (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.

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.

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EXHIBIT A

LEGAL DESCRIPTION

LOT 13 IN BLOCK 3 IN THE HIGHLANDS EVANSTON LINCOLN WOOD FIRST ADDITION BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 20 ACRES THEREOF) OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 10-11-316-016-0000

For informational purposes only, the subject parcel is commonly known as:

3313 Payne Street, Evanston, IL 60201



U02285209
1653 11/22/2011 7/141600/2

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Burnet Title - 9450 Bryn Mawr Avenue, Suite 700 - Rosemont, IL 60018

Property of Cook County Clerk's Office