

Prepared by and when recorded

Mail to: TCF NATIONAL BANK

555 BUTTERFIELD ROAD

LOMBARD IL 60148

Pacording Request to by & When Recorded Return To:
Indecomm US Recordings
2925 Country Drive
St. Paul, MN 55117

5 601900 {Space Above This Line for Recording Data}

Account Number: XXXXXXXXX1966XXXX

Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date:

11/14/2011

Borrower(s): REID S CARLBERG AND JODI L CARLBERG

Senior Lender: Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc.

Subordinating Lender: TCF National Bank

Property Address: 522 S PARK RD, LA GRANGE, IL 60525

PIN# 18-08-203-018-0000

SUBORDINATION ONLY Mort

05/19/2011

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.

REID S CARLBERG AND JODI L CARLBERG

(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 30th day of APRIL, 2010 filed of record on 17TH day of MAY, 2010 with the County Recorder of COO'K County, Illinois as Document No.1013747080, in the amount of \$141,000.00 (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 \$418,875.00 (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.

*Recorded on 12/27/2011 as doc #1136108136

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

NOW, THEREFORE, for and in consideration of the above recita's 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.

SUBORDINATION ONLY Mort

05/19/2011

1136408181 Page: 3 of 4

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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

SUBORDINATING LENDER

Notary Public 6

My Commission Expires:

SUBORDINATION ONLY Mort

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 \$418,875.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

TCF National Bank	
By Gew (Signature)	<u>11/14/2011</u> Date
Joe W Garcia (Printed Name)	
Vice President (Title)	7ªC
STATE OF ILLINOIS) SS	O//
COUNTY OF COOK)	S Open
The foregoing instrument was acknowledge	ed before me on this 14th day of November, 2011
by Joe W Garcia, Vice President of TCF National B	Bank, a national banking association, on behalf
of the association.	***************************************
_ Llu m Javas	OFFICIAL SEAL DIANE M JACOBI NOTARY PUBLIC - STATE OF ILLINOIS

05/19/2011

MY COMMISSION EXPIRES:05/20/16

Page 3 of 4

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LEGAL DESCRIPTION:

LAND SITUATED IN THE COUNTY OF COOK IN THE STATE OF IL: LOT 29 AND THE NORTH 25 FEET OF LOT 30 IN KRENN AND DATO'S LAGRANGE COUNTRY CLUB DELUXE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

Property of Cook County Clerk's Office 1632 12/20/2011 77450230/2