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Prepared by and when recorded

_Mail to: TCF NATIONAL BANK

555 BUTTERFIELD ROAD

LOMBARD IL 60148

Doc#: 1203056036 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 01/30/2012 10:40 AM Pg: 1 of 4

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Account Number: XXXXXXXXX2948XXXX

Reference Number:

SUBORDINATION AGREEMENT

INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date:

12/2/2011

Borrower(s): AARON R MORRIS and AMANDA D MORRIS

Senior Lender: American Portfolio Mortgage

Subordinating Lender: TCF National Bank

Property Address: 158 N SCOVILLE AVE OAK PARK IL 60302

PIN# 16-07-222-006-0000

SUBORDINATION ONLY Mort

05/19/2011

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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.

AARON R MORRIS and AMANDA D MORRIS

(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:

Lot 21 (except the North 42 1/2 Feet Thereof) and the North 35 Feet of Lot 20 in Block 29 in Ridgeland, a Subdivision in the Southeast 1/4 of the Northeast 1/2 of Section 7, Township 39 North, Range 13, East of the Third Pincipal Meridian

which document is dated 14th day of January, 2011 filed of record on 19th day of January, 2011 with the County Recorder of Cook County, Illinois as Document No.1101946075, in the amount of \$51,475.00 (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 \$412,000.00 (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

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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.

C. Signatures and Acknowledgements

My Commission Expires: 520-2015

SUBORDINATION ONLY Mort

The Subordinating Lendor, 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 \$412,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VCID.

TCF National Bank
By <u>fre in 12/2/2011</u> (Signature) 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 2nd day of Liecember, 2011
by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf
of the association.
DIANE M MACON

05/19/2011

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Success Title Services, Inc. As an Agent for First American Title Insurance Company 400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: STS11_02144

SCHEDULE C PROPERTY DESCRIPTION

Property commonly known as: 158 N SCOVILLE AVE OAK PARK, IL 50302 Cook County

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

LOT 21 (EXCEPT THE NORTH 42 1/2 FEET THEREOF) AND THE NORTH 35 FEET OF LOT 20 IN BLOCK 29 IN RIDGELAND, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, The STOR COUNTY CLOSE OF STORY TOWNSHIP 39 NORTH, RANGE 13, LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-07-222-006-0000