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Prepared by and when recorded Mail-to: TCF NATIONAL BANK 800 BURR RIDGE PARKWAY **BURR RIDGE IL 60527**

Doc#: 1209056011 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/30/2012 09:22 AM Pg: 1 of 4

MAIL TO: LAKE THORKE TITLE AGENCY

1301 E. INGGINS RD ELK CROVE VILLAGE, IL 60007

1226444

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX59.8XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE Diff Clark's Office

Effective Date:

03/16/2012

Borrower(s): Anthony L. Hirschtritt and Michelle Hirschtritt

Senior Lender: Perl Mortgage Inc. ISAOA

Subordinating Lender: TCF National Bank

Property Address: 2034 W Superior Street, Chicago, IL 60612

PIN# 17-07-107-011-0000

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.

Anthony L. Hirschtritt and Michelle Hirschtritt (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 June, 2011 filed of record on 14th day of July, 2011 with the County Recorder of Cook County, Illinois as Document No.1119533059, in the amount of \$83,500.00 (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 \$516,400.00 (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 Schior 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 recice's the covenants herein contained, and for good and valuable consideration, the receipt or 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

SUBORDINATING LENDER.

The Subordinating Lender, through its authorized officer has set its hand and seal as of the Effective Date at ove unless otherwise indicated. If the New Loan or Amended Loan exceeds \$516,400.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

TCF National Bank
3y <u>03/16/2012</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 16th day of March, 2012 by
Joe W Garcia, Vice President of TCF National Bank, a national banking association on behalf of
the association.
OFFICIAL SEAL DIANE M JACOBI

My Commission Expires:

Notary Publid

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Escrow File No.: 1226444 UNOFFICIAL COPY

EXHIBIT "A"

LOT 15 IN SUB BLOCK 3 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH ALL BUILDINGS THEREON. ALSO DESCRIBED AS: LOT 15 IN J.W. COCHRAN'S SUBDIVISION OF BLOCK 5 OF CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY:

CKA: 2034 W. SUPERIOR STREET, CHICAGO, IL 60612 OF COOK COUNTY CLORES OFFICE

PIN: 17-07-10/-0/11-0000

MAIL TO: LAKESHORE TITLE AGENCY 1301 E. HIGGINS RD ELK CROVE VILLAGE, 11 60000