

UNOFFICIAL COPY



Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 *29513411AY*

Doc#: 1217755013 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/25/2012 11:05 AM Pg: 1 of 5

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXXX270XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 04/09/2012

Borrower(s): Bryan Anderson and Stephanie Anderson

Senior Lender: Wells Fargo Bank, NA

Subordinating Lender: TCF National Bank

Property Address: 6907 N Oleander Chicago IL 60631

PIN# 09362170110000

5

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.

Bryan Anderson and Stephanie Anderson (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 24th day of March, 2009 filed of record on 7th day of April, 2009 with the County Recorder of Cook County, Illinois as Document No.0909708024, in the amount of \$70,000.00 (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 \$323,000.00 (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.

UNOFFICIAL COPY

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 \$323,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By *Joe W Garcia*
(Signature)

04/09/2012
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 9th day of April, 2012 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf of the association.

L. Ann Winbolt
Notary Public



My Commission Expires: 2-15-16

UNOFFICIAL COPY

LEGAL DESCRIPTION:

LOT 14 IN BLOCK 11 IN GRAND ADDITION TO EDISON PARK IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit "A"

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 14 IN BLOCK 11 IN GRAND ADDITION TO EDISON PARK IN THE NE 1/4 OF SECTION 36 TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM JOHN L. GLAVEY AND EDIE P. GLAVEY, HUSBAND AND WIFE AS SET FORTH IN DOC # 0420305410 DATED 06/30/2004 AND RECORDED 07/21/2004, COOK COUNTY RECORDS, STATE OF ILLINOIS.

Tax/Parcel ID: 09-36-217-011-0000

Property of Cook County Clerk's Office