## **UNOFFICIAL COPY**

Prepared by and when recorded

Mail to: TCF NATIONAL BANK

800 BURR RIDGE PARKWAY

BURR RIDGE IL 60527



Doc#: 1218135004 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/29/2012 09:24 AM Pg: 1 of 4

FIRST AMERICAN TITUS

ORDER DE MYN

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX3210XXXX

Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date:

05/24/2012

Borrower(s): AZAM NIZAMUDDIN AND ASMA NIZAMUDDIN

Senior Lender: GUIDANCE RESIDENTIAL

Subordinating Lender: TCF National Bank

Property Address: 640 REGENCY DRIVE DES PLAINES IL 60016

PIN# 0907226012000

L 60016

SC V

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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.

#### AZAM NIZAMUDDIN AND ASMA NIZAMUDDIN

(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 26th day of October, 2006 filed of record on 13th day of November, 2006 with the County Recorder of Cock County, Illinois as Document No.0631708170, in the amount of \$25,000.00 (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 \$303,800.00 ('ne '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 Senio 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 for 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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**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 \$303,800.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

S	UB	OR	DIN	ATI	NG	LEN	NDER:
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**TCF National Bank** 

(Signature)

05/24/2012 Date

County Clark's

Jeff Mallers (Printed Name)

Vice President (Title)

STATE OF ILLINOIS)
S:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 24th day of May, 2012 by Jeff Mallers, Vice President of TCF National Bank, a national banking association, or behalf of the association.

Notary Public

My Commission Expires:

OFFICIAL SEAL
Leigh Ann Winbolt
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2-15-16

SUBORDINATION ONLY Mort

05/19/2011

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The land referred to in this Commitment is described as follows: 5.

LOT 12 IN CUMBERLAND ESTATES, BEING A SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 7 AND THE WEST HALF OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Note: For informational purposes only, the land is known as:

640 Regency Drive Des Plaines, IL 60016

TES COMM.

COOK COUNTY CLERK'S OFFICE