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

Ravenswood Title Company LLC 319 W. Ontario Street Suite 2N-A Chicago, IL 60654

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX6395XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE The Clark's Office

Effective Date:

06/12/2012

Borrower(s): Ivan Vanek and Pamela Vanek

Senior Lender: Guaranteed Rate, Inc. ISAOA/ATIMA

Subordinating Lender: TCF National Bank

Property Address: 619 E Harding Ave La Grange Park IL 60526

PIN# 15-33-227-027-0000

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### **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.

Ivan Vanek and Pamela Vanek (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 Adached.

which document is dated 20th day of March, 2007 filed of record on 4th day of April, 2007 with the County Recorder of Cook County, Illinois as Document No.0709408049, in the amount of \$110,000.00 (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 \$173,900.00 (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 as doc#1218508573

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 recitaes 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 2,50ve unless otherwise indicated. If the New Loan or Amended Loan exceeds \$173,900.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

SUBORDINATING LENDER	SI	<b>IBC</b>	RDIN	IATING	LENDER	?
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TCF National Bank

Joe W Garcia (Printed Name)

Vice President (Title)

STATE OF ILLINOIS)

COUNTY OF COOK)

504 County Clarks The foregoing instrument was acknowledged before me on this 12th day or June, 2012 by Joe W Garcia, Vice President of TCF National Bank, a national banking association on behalf of the association.

My Commission Expires:

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

SUBORDINATION ONLY Mort

05/19/2011

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#### **EXHIBIT A**

LOTS 18 AND 19 IN BLOCK 8 AND THE SOUTH 1/2 OF VACATED ALLEY NORTH OF AND ADJOINING LOTS 18 AND 19 IN WESTMORELAND, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 33 LYING EAST OF 5TH AVENUE IN COOK COUNTY, ILLINOIS.

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COOK COUNTY Clark's Office PIN: 15-33-227-027-0000 15-33-227-028-0000

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