## **UNOFFICIAL COPY**

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



Doc#: 1224250084 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/29/2012 09:37 AM Pg: 1 of 4

MAIL TO:

LAKESHORE TITLE AGENCY 1301 E. HIGGINS RD ELK CROVE VILLAGE, IL 60007

122 8441

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX2815XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE Mil Clarks Office

Effective Date:

06/04/2012

Borrower(s): JAMES J. LEE AND COLLEEN M. LEE

Senior Lender: Perl Mortgage, INC. ISAOA

Subordinating Lender: TCF National Bank

Property Address: 505 N CATHERINE AVE LA GRANGE PK IL 60526

PIN# 15-33-313-011-0000

SUBORDINATION ONLY Mort

05/19/2011

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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.

JAMES J. LEE AND COLLEEN M. LEE (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 7th day of January, 2011 filed of record on 19th day of January, 2011 with the County Recorder of Cook County, Illinois as Document No.1101904009, in the amount of \$212,430.00 (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 rew loan or amend an existing loan in the original principal amount NOT to exceed \$407,000.00 (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 recitae, 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 \$407,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

| <b>SUBOF</b> | RDINA | ATIN | G L | END | EN. |
|--------------|-------|------|-----|-----|-----|
|              |       | _    | _   |     | ,   |

TCF National Bank

(Signatura)

06/04/2012 Date

<u>Joe W Garcia</u> (Printed Name)

Vice President (Title)

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 4th day of June, 2012 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf of the association.

Netary 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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#### LEGAL DESCRIPTION:

THE WEST 1/2 OF LOTS 13 AND 14 IN BLOCK 7 IN SMALL'S ADDITION TO LAGRANGE SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIONOIS.

