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Doc#: 1228633116 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/12/2012 02:24 PM Pg: 1 of 4

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

Property of Cook County Clerk's Office

649880 2/2

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Account Number: XXXXXXXXXXX3608XXXX Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 07/17/2012

Borrower(s): SYLVIA RODRIGUEZ and LUCIANO RODRIGUEZ

Senior Lender: US Bank

Subordinating Lender: TCF National Bank

STEWART TITLE COMPANY
2055 West Army Trail Road, Suite 110
Addison, IL 60101
630-889-4880

Property Address: 8542 S KILBOURN AVE CHICAGO IL 60652

PIN# 19343100460000

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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.

SYLVIA RODRIGUEZ and LUCIANO RODRIGUEZ (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 15th day of January, 2007 filed of record on 29th day of January, 2007 with the County Recorder of Cook County, Illinois as Document No.0702908036, in the amount of \$35,000.00 (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 \$177,700.00 (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.

*Concurrent mtg.

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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 \$177,700.00, 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 *[Signature]*
(Signature)

7/17/2012
Date

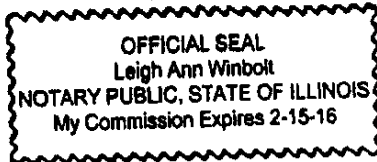
Diane Jacobi
(Printed Name)

Assistant Vice President
(Title)

STATE OF ILLINOIS)
 SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 17th day of July, 2012 by Diane Jacobi, Assistant Vice President of TCF National Bank, a national banking association, on behalf of the association.

[Signature]
Notary Public



My Commission Expires: 2-15-16

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LEGAL DESCRIPTION OF SUBJECT PROPERTY

Loan Number 2200284182
Borrower Name Luciano Rodriguez
Address 8542 S. Kilbourn Avenue

City, State ZIP Chicago, IL 60652
Application Date 04/30/2012
Loan Amount 175,000.00
Property Address 8542 S Kilbourn Ave

Prop. City, State ZIP Chicago, IL 60652

THE SOUTH 20 FEET OF LOT 8 (EXCEPT THE SOUTH 40 FEET THEREOF) IN BLOCK 27 IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOT 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE EAST 20 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

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