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



Doc#: 1231350027 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/08/2012 01:14 PM Pg: 1 of 4

PRISM TITLE 1011 E.Toury Avr., #350

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX822 XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE My Clark's Office

Effective Date:

10/22/2012

Borrower(s): Richard M Shapiro and Nancy L Shapiro

Senior Lender: Bridgeview Bank Mortgage Co.

Subordinating Lender: TCF National Bank

Property Address: 3874 Linneman St, Glenview, IL 60025

PIN# 04-32-403-016-0000

SUBORDINATION ONLY Mort

05/19/2011

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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.

Richard M Shapiro and Nancy L Shapiro (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 4th day of October, 2011 filed of record on 14th day of December, 2011 with the County Recorder of Cook County, Illinois as Document No.1134857437, 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 pew loan or amend an existing loan in the original principal amount NOT to exceed \$404,000.(0 (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 lieu 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 !estrument, and all of its modifications, extensions and renewals, to the lien of the New Security !estrument. 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.

05/19/2011

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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 \$404,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender, this Subordination Agreement is VOID.

SUBORDIN	ATING	LENDEF:

TCF National Bank

10/22/2012

Joe W Garcia (Printed Name)

Vice President (Title)

STATE OF ILLINOIS) COUNTY OF COOK)

Jot Collum Clerts The foregoing instrument was acknowledged before me on this 22nd day of October, 2012 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf of the association.

OFFICIAL SEAL Leigh Ann Winbolt NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 2-15-16

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LEGAL DESCRIPTION:

Lot 12 in Glenview Reserve, being a subdivision of that part of the Southeast Quarter of the Southeast Quarter of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded October 22, 2002 as Document 0021161093, in Cook County, Illinois.

Property of Cook County Clark's Office