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



Doc#: 1236208021 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/27/2012 10:14 AM Pg: 1 of 4

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX5512XXXX

Reference Number:

4

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 11/27/2012

Borrower(s): Mark E Lanyon and Lynn D Lanyon

Senior Lender: The Anderson Financial Group, Inc.

Subordinating Lender: TCF National Bank

Property Address: 261 Wilson Street, Winnetka, IL 60093

PIN# 05-21-313-009-0000

FIDELITY NATIONAL TITLE 5107311

2072

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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.

Mark E Lanyon and Lynn D Lanyon (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 23rd day of July, 2009 filed of record on 10th day of August, 2009 with the County Recorder of Cook County, Illinois as Document No.0922241106, in the amount of \$50,574.38 (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 \$393,054.00 (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.

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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 \$393,054.00, 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 *Joe W Garcia*
(Signature)

11/27/2012
Date

Joe W Garcia
(Printed Name)

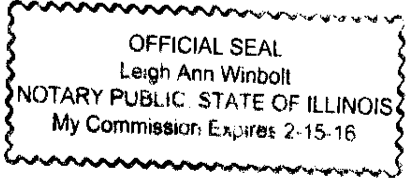
Vice President
(Title)

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 27th day of November, 2012 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf of the association.

L. Winbolt
Notary Public

My Commission Expires: 2-15-16



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**FIDELITY NATIONAL TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE
 SCHEDULE A (CONTINUED)**

ORDER NO.: 2011 051007311 UCH

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PART OF LOT 9 IN FER WELL'S SUBDIVISION OF BLOCK 17 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WINNETKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 55 FEET; THENCE WEST OF A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE WEST LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

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