

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

1231996

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX9498XXXX

Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 12/07/2012

Borrower(s): Louis I Tenzis and Eileen L Higginbotham, Trustees of the Louis I Tenzis and Eileen L Higginbotham Living Trust Dated October 08, 2004

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: TCF National Bank

Property Address: 1147 S Hiddenbrook Trail, Palatine, IL 60067

PIN# 02-28-115-015

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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.

Louis I Tenzis and Eileen L Higginbotham, Trustees of the Louis I Tenzis and Eileen L Higginbotham Living Trust Dated October 08, 2004

(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 17th day of December, 2010 filed of record on 6th day of January, 2011 with the County Recorder of Cook County, Illinois as Document No.1100626154, in the amount of \$100,000.00 (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 \$283,800.00 (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:

* 1300457188

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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EXHIBIT "A"

LOT 32 IN WINDHILL 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MAY 22, 1990 AS DOCUMENT NO. 90237730, ALL IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY:

CKA: 1147 S. HIDDENBROOK TRAIL, PALATINE, IL 60067

PIN: 02-28-115-0.5

Property of Cook County Clerk's Office