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Prepared by and when recorded
Mail to: TCF NATIONAL BANK
555 BUTTERFIELD ROAD
LOMBARD IL 60148



Doc#: 1305926041 Fee: \$42.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2013 09:44 AM Pg: 1 of 3

C.T.I./J
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Property of Cook County Clerk's Office

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Account Number: XXXXXXXXX8383XXX Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 01/29/2013

Borrower(s): Luke B Opholt and Heather I Opholt

Senior Lender: Avenue Mortgage Corporation, ISAOA

Subordinating Lender: TCF National Bank

Property Address: 2130 N Bissell St, Chicago, IL 60614

PIN# 14-32-217-031-0000

SUBORDINATION ONLY Mort

01-11-13

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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 or the Borrower, is made by the Subordinating Lender in favor of the Senior Lender named above.

Luke B Opholt and Heather I Opholt (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:

Lot 17 (except the West 50 feet thereof) in Block 4 in Cushman's Resubdivision of the North 1/2 of Block 4 in Sheffield's Addition of Chicago, in Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

which document is dated 18th day of June, 2012 filed of record on 26th day of September, 2012 with the County Recorder of Cook County, Illinois as Document No. 1227041039, in the amount of \$98,410.00 (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 \$416,000.00 (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 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.

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.

