

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

Property of Cook County Clerk's Office

13422422/a {Space Above This Line for Recording Data}

Account Number: XXXXXXXXX8608XXXX

Reference Number:

Old Republic National Title
Insurance Company
20 S. Clark Street, Ste. 2000
Chicago, IL 60603
312-641-7799

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date:02/15/2013

Borrower(s): ANTHONY G GARCIA and GAYLE L GARCIA

Senior Lender: Blueleaf Lending, LLC

Subordinating Lender: TCF National Bank

Property Address: 6076 N NEWBURG AVE CHICAGO IL 60631

PIN# 13-06-222-024-000

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by the Subordinating Lender in favor of the Senior Lender named above.

ANTHONY G GARCIA and GAYLE L GARCIA

(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 20th day of August, 2009 filed of record on 1st day of September, 2009 with the County Recorder of Cook County, Illinois as Document No.0924408120, in the amount of \$186,500.00 (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 \$198,600.00 (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.

*Recorded 3-1-2013 as document # 1306057093

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.

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

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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 \$198,600.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By [Signature]
(Signature)

02/15/2013
Date

Jeffrey Mallers
(Printed Name)

Vice President
(Title)

STATE OF ILLINOIS) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 15th day of February, 2013 by Jeffrey Mallers, 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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ALTA COMMITMENT 2006

File No. 1342242
Associated File No:

EXHIBIT A

LOT 8 IN STOLZNER'S SUBDIVISION OF LOTS 1 TO 20, BOTH INCLUSIVE, IN BLOCK 87 IN TOWN OF NORWOOD PARK, A SUBDIVISION LYING NORTH AND EAST OF NORWOOD AVENUE, BEING ALL IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE 30 ACRES OF THE EAST END OF THE NORTH 1/2 OF THE NORTHEAST 1/4; ALSO PART OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART SUBDIVIDED BEING THAT PART SOUTHWEST OF CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.