

# UNOFFICIAL COPY



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

Doc#: 1307410029 Fee: \$44.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/15/2013 12:34 PM Pg: 1 of 4

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX8751XXXX

Reference Number:

## SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 08/02/2012

Borrower(s): AUDREY E. IVANCIC

Senior Lender: BANK OF AMERICA, N.A.

Subordinating Lender: TCF National Bank

Property Address: 1935 S ARCHER AVE UNIT 423 CHICAGO IL 60616

PIN# 17214140111155

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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.

AUDREY E. IVANCIC

(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 EXHIBIT A

which document is dated 31st day of October, 2006 filed of record on 14th day of November, 2006 with the County Recorder of Cook County, Illinois as Document No.0631842007, in the amount of \$33,885.00 (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 \$171,090.00 (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 \$171,090.00, 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 Garcia*  
(Signature)

08/02/2012  
Date

Joe W. Garcia  
(Printed Name)

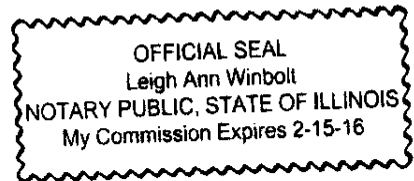
Vice President  
(Title)

STATE OF ILLINOIS)  
SS  
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 2nd day of August, 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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EXHIBIT A

~~SCHEDULE A~~

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

UNIT NUMBER 423, IN POINTE 1900 ON STATE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 TO 7 BOTH INCLUSIVE, TOGETHER WITH THE VACATED 30 FOOT ALLEY LYING EAST OF AND ADJOINING EAST LINE OF SAID LOT 6 AND LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOTS 2 TO 5, BOTH INCLUSIVE IN BLOCK 32 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN EAST FRACTIONAL SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0421739021, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TAX ID NO: 17-21-414-011-1155

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: PACESETTER DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY  
 GRANTEE: AUDREY E. IVANCIC  
 DATED: 10/31/2006  
 RECORDED: 11/15/2006  
 DOC#/BOOK-PAGE: 0631942077

ADDRESS: 1935 S ARCHER AVE UNIT 423, CHICAGO, IL 60616

END OF SCHEDULE A



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