

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

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX4826XXXX Reference Number:

M.I.S. FILE NO
1247565

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 02/07/2013

Borrower(s): Bradley L Brejcha and Katharine L Les

Senior Lender: Citibank, N.A.

Subordinating Lender: TCF National Bank

Property Address: 845 W Ainslie St Apt 2W, Chicago, IL 60640

PIN# 14-08-417-055-1005

UNOFFICIAL COPY

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.

Bradley L Brejcha and Katharine L Les (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 7th day of March, 2008 filed of record on 18th day of March, 2008 with the County Recorder of Cook County, Illinois as Document No.0807842224, in the amount of \$50,250.00 (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 \$255,000.00 (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.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

UNOFFICIAL COPY

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 \$255,000.00, or if the Subordinating Lender does not receive \$300.00 from the Senior Lender or the Borrower, this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By 
(Signature)

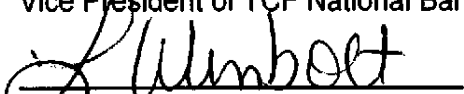
02/07/2013
Date

Joe W Garcia
(Printed Name)

Vice President
(Title)

STATE OF ILLINOIS) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 7th day of February, 2013 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf of the association.


Notary Public

My Commission Expires: 2-15-16



UNOFFICIAL COPY



Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001247565

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0807842222 AND IS DESCRIBED AS FOLLOWS:

UNIT 2W IN AINSLIE SIGNATURE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE EAST 16 FEET OF LOT 13, ALL OF LOT 14 AND THE WEST 3 FEET OF LOT 15 IN VON PLATEN'S RESUBDIVISION OF LOTS 5 TO 18, INCLUSIVE, OF CASTLEWOOD, A SUBDIVISION OF THAT PART OF LOT 4 OF FUSSEY AND FERNIMORE'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF SHERIDAN ROAD AND NORTH OF THE SOUTH 5.20 CHAINS OF SAID SECTION 8, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96210508, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT, IN COOK COUNTY, ILLINOIS.

SUBJECT ONLY TO THE FOLLOWING, IF ANY: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PUBLIC AND UTILITY EASEMENTS.

APN: 14-08-417-055-1005

COMMONLY KNOWN AS 845 W AINSLIE ST 2W, CHICAGO, IL 60640
HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED