Doc#. 1309208153 fee: \$54.00 Date: 04/02/2013/09:36 AM Pg: 1 of 4 Cook County Recorder of Deeds \*RHSP FEE \$10.00 Applied

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

{Space Above This Line for Recording Data}

Account Number:

XXXXXXXXXX4779XXXX

Reference Number:

INDEX AS A II.

Effective Date: 02/04/2013

Borrower(s): Terrell D Anderson and D'Andrea Anderson

^arvices, Inc.

PIN# 20-03-415-003-0000

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# **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.

Terrell D Anderson and D'Andrea Anderson (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:

The South 47 feet of the North 92 feet of Lot 1 in Snow and Dickinson's Subdivision of Lot 3 in Cleaver and Taylor's Subdivision of the North 1/2 of the South 1/2 of the East 1/2 of the Southwest 1/4 and the North 1/2 of the South 1/2 of the West 1/2 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

which document is dated 19th day of January, 2012 filed of record on 27th day of February, 2012 with the County Recorder of Cook County, Illinois as Document No.1205812144, 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 ioan or amend an existing loan in the original principal amount NOT to exceed \$410,000.00 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secured by a first tien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. \*\*X

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 futile 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.

SUBORDINATION ONLY Mort

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\* percopaled muren 29,2013 as DOUT 1308655069

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**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

SUBORDINATION ONLY Mort

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 \$410,000.00, 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
Joe W Garcia (Printed Name)
Vice President (Title)  STATE OF ILLINOIS) SS COUNTY OF COOK)
STATE OF ILLINOIS) SS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me on this 4th 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:  OFFICIAL SEAL Leigh Ann Withboll Leigh Ann Withboll Leigh Ann Withboll My Commission Expires 2-15-16  My Commission Expires 2-15-16

01-11-13

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# **UNOFFICIAL COPY**

## **EXHIBIT "A"**

THE SOUTH 47 FEET OF THE NORTH 92 FEET OF LOT 1 IN SNOW AND DICKINSON'S SUBDIVISION OF LOT 3 IN CLEAVER AND TAYLOR'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, PLINOIS.

Deed Type: Warranty Deed

Grantors: DWIGHT JONES AND SHANA JONES, MARRIED TO EACH

**OTHER** 

Grantees: TERRELL D. ANDERSCH AND D'ANDREA ANDERSON, HUSBAND Ounit Clart's Office AND WIFE, NOT AS JOINT TENAN F., NOT AS TENANTS IN COMMON BUT

AS TENANTS BY THE ENTIRETY

Dated: January 19, 2012

Recorded Date: February 27, 2012

Consideration: \$10.00

DBV: 1205812142

Parcel No.: 20-03-415-003-0000