

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

122124 IL

Ravenswood Title Company LLC  
319 W. Ontario Street  
Suite 2N-A  
Chicago, IL 60654

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX946/XXXX

Reference Number:

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

Effective Date: 01/04/2013

Borrower(s): Robert Silha and Katherine Silha

Senior Lender: Guaranteed Rate, Inc.

Subordinating Lender: TCF National Bank

Property Address: 255 Maplewood Rd, Riverside, IL 60546

PIN# 15-35-203-004-0000

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

Robert Silha and Katherine Silha (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 26th day of August, 2010 filed of record on 7th day of September, 2010 with the County Recorder of Cook County, Illinois as Document No.1025035049, in the amount of \$224,920.00 (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 \$403,000.00 (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.

\*RECORDED AS DOCUMENT # 1306757351

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.



# UNOFFICIAL COPY

## EXHIBIT A

THE SOUTH 60 FEET OF THE NORTH 110 FEET OF LOT 32 IN MAPLEWOOD DIVISION OF RIVERSIDE, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE DES PLAINES RIVER AND NORTH AND WEST OF RIGHT OF WAY OF THE SUBURBAN RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

PIN: 15-35-203-004-0000

Property of Cook County Clerk's Office