# **UNOFFICIAL COPY**

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



1312249011 Fee: \$44.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/02/2013 12:56 PM Pg: 1 of 4

{Space Above This Line for Recording Data}

XXXXXXXXXX05 +6XXXX Account Number:

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE Office Strains

Effective Date: 04/10/2013

Borrower(s): Timothy Hanke and Carrie Hanke

Senior Lender: DKMC, dba 1st Advantage Mortgage

Subordinating Lender: TCF National Bank

1008 N Damen Ave, Chicago, IL 60622 Property Address:

PIN# 17-06-315-035

02-08-13

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PRECISION TITLE PTC1502

SUBORDINATION ONLY Mort

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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.

Timothy Hanke and Carrie Hanke (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:

Lot 8 in the Subdivision of the South Half of Block 8 in Suffern's Subdivision of the Southwest Quarter of Section c. Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorde Fugust 6, 1888 as Document 989548, in Cook County, Illinois.

which document is dated 20th day of June, 2012 filed of record on 9th day of July, 2012 with the County Recorder of Cook County, filing as Document No.1219116047, in the amount of \$83,000.00 (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 mak a new loan or amend an existing loan in the original principal amount NOT to exceed \$413,000.00 (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.

02-08-13

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#### 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 \$413,000.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bank	
DV SCUL STATE	04/10/2013
By (Signature)	Date
Joe W Garcia (Printed Name)	
Vice President (Title)	
STATE OF ILLINOIS)	7
COUNTY OF COOK)	C <sub>0</sub> ,
Vice President of TCF National Bank, a nation	pefore me so this 10th day of April, 2013 by Joe W Garcia, all banking association, on behalf of the association.
My Commission Expires:	OFFICIAL SEAL Leigh Ann Winbolt NOTARY PUBLIC, STATE OF ILLINOIS

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#### PROPERTY LEGAL DESCRIPTION:

LOT 8 IN THE SUBDIVISION OF THE SOUTH HALF OF BLOCK 8 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1888 AS DOCUMENT 989548, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office