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Doc#: 1312757320 fee: \$52.00
Date: 05/07/2013 10:24 AM Pg. 1 of 3
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

Return To:
Innovative Title Solutions, LLC
111 West Port Plaza Drive, Ste 600
St. Louis, MO 63146

M17881-ITS

2 of 2

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX7872XXX Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 03/25/2013

Borrower(s): Bradley Kulat and Gretchen Kulat

Senior Lender: DKMC d/b/a 1st Advantage Mortgage

Subordinating Lender: TCF National Bank

Property Address: 1415 Walnut St, Western Springs, IL 60558

PIN# 18-06-305-011-0000

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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.

Bradley Kulat and Gretchen Kulat (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 3 in Owners Subdivision of part of Block 14 in East Hinsdale, a subdivision of the East 1/2 of that part of the East 1/2 of the Southwest 1/4 lying North of Chicago, Burlington and Quincy Railroad in Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, State of Illinois.

which document is dated 15th day of May, 2012 filed of record on 24th day of May, 2012 with the County Recorder of Cook County, Illinois as Document No.1214549027, in the amount of \$128,000.00 (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 loan or amend an existing loan in the original principal amount NOT to exceed \$417,000.00 (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.

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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 \$417,000.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By *Melissa Furey*
(Signature)

03/25/2013
Date

Melissa Furey
(Printed Name)

Vice President
(Title)

STATE OF ILLINOIS)
 SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 25th day of March, 2013 by Melissa Furey, Vice President of TCF National Bank, a national banking association, on behalf of the association.

L. Umbert
Notary Public

My Commission Expires: 2-15-16

