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

> Poturni National Link 3 7/92/ 300 Corporate Center Drive Suite 300 Moon Township, PA 15108

> > {Sp(c) Above This Line for Recording Data}

Account Number: XXXXXXXXXX5212XXXX Reference Number:

> SUBORDINATION AGREEMENT AN CONTO OFFICE INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 03/12/2013

Borrower(s): Robert M Hoffman and Lisa M Hoffman

Senior Lender: PNC Mortgage, a division of PNC Bank, N.A.

Subordinating Lender: TCF National Bank

9030 West Helen Lane, Orland Park, IL 60462 Property Address:

PIN# 27-15-412-007-0000

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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.

Robert M Hoffman and Lisa M Hoffman (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:

All that certain parcel of land situated in the County of Cook, State of Illinois. being known and designated as Lot 2 11 in Park Hill Subdivision Unit No. 6, being a subdivision of part of the Southeast 1/4 of Section 15, Townshir, 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

which document is dated (7th day of August, 2007 filed of record on 23rd day of November, 2007 with the County Recorder of Cook County, Illinois as Document No.0732746030, in the amount of \$25,000.00 (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 \$220,995.00 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secured by a first ilen mortgage on the Property (the "New Security Instrument") in favor of the Sepjor 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 return 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 \$220,995.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bank	
By (Signature)	<u>03/12/2013</u> 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 12th day of March, 2013 by Joe W Garcia, Vice President of TCF National Bank, a national banking association, on behalf of the association. Notary Public Leigh Ann Winbolt My Commission Expires. OFFICIAL SEAL Leigh Ann Winbolt My Commission Expires 2-15-16	

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Exhibit "A" Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 211 IN PARK HILL SUBDIVISION UNIT NO. 6, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

COMMONLY KNOWN AS: 9030 WEST HELEN LANE ORLAND PARK, IL 60462

ORLAND PARK. IL 60402

Tax ID: 27-15-4/12-007-0000