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

Doc#: 1316256054 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/11/2013 10:45 AM Pg: 1 of 4

Mail to

Fort Dearborn Land Title
1925 Cherry Lane
Northbrook, IL 60062

{Space Above This Line for Recording Data}

4 pages

Account Number: XXXXXXXXX8862XXXX Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 04/26/2013

Borrower(s): Nathan William Brixius and Emily J Norman

Senior Lender: Wells Fargo Home Mortgage

Subordinating Lender: TCF National Bank

Property Address: 1712 Livingston St, Evanston, IL 60201

PIN# 05-34-425-013-0000

FD-13-0365

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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.

Nathan William Brixius and Emily J Norman (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 West 33 feet of Lot 14 (except the South 10 feet thereof) and the West 33 feet of Lots 15 and 16 and the East Half of the vacated alley lying West of and adjoining said Lot 14 (except the South 10 feet thereof) and said Lots 15 and 16, all in Block 34 in North Evanston according to the Plat thereof recorded on February 17, 1974 as Document 150939 in Book 7 of Plats, Page 22, in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which document is dated 21st day of October, 2011 filed of record on 22nd day of November, 2011 with the County Recorder of Cook County, Illinois as Document No. 1132622070, in the amount of \$67,500.00 (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 \$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 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.

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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

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 this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By 
(Signature)

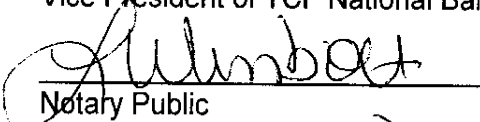
04/26/2013
Date

Joe W Garcia
(Printed Name)

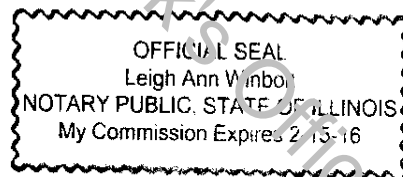
Vice President
(Title)

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 26th day of April, 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: 2-15-16



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EXHIBIT "A"

The West 33 feet of Lot 14 (except the South 10 feet thereof) and the West 33 feet of Lots 15 and 16 and the East half of the vacated alley lying West of and adjoining said Lot 14 (except the South 10 feet thereof) and said Lots 15 and 16 all in Block 34 in North Evanston according to the Plat thereof recorded on February 17, 1974 as Document 150939 in book 7 on Plats page 22, in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN(S): 05-34-425-013-0000

Property of Cook County Clerk's Office