

UNOFFICIAL COPY

Doc#: 1317008491 fee: \$52.00  
Date: 06/19/2013 01:40 PM Pg: 1 of 3  
Cook County Recorder of Deeds  
\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

1345556 <sup>2</sup>/<sub>2</sub>

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

---

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX6817XXX Reference Number:

**SUBORDINATION AGREEMENT**  
INDEX AS A MODIFICATION OF COMMERCIAL CREDIT PLUS MORTGAGE

Effective Date:06/05/2013

Borrower(s): John R Ross and Mary Kay Ross

Senior Lender: Blueleaf Lending, LLC

Subordinating Lender: TCF National Bank

Property Address: 4016 Linden Avenue, Western Springs, IL 60558

PIN# 18-05-113-011-0000

# UNOFFICIAL COPY

**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.

John R Ross and Mary Kay Ross

(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 1 in Block 9 in Martin's Addition to Field Park, being a subdivision of the East 3/8 of the West 1/2 of that part of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, lying North of Chicago, Burlington and Quincy Railroad and the East 783.13 feet of that part of the Southwest 1/4 of Section 32, Township 19 North, Range 12, lying South of Center Line of Naperville Road otherwise known as Ogden Avenue, in Cook County, Illinois.

which document is dated 26th day of April, 2012 filed of record on 4th day of May, 2012 with the County Recorder of Cook County, Illinois as Document No. 1212557176, in the amount of \$86,500.00 (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 \$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.

*\*Recorded 6-18-2013 as document # 1316957841*

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.

# UNOFFICIAL COPY

**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 \$417,000.00 this Subordination Agreement is VOID.

### SUBORDINATING LENDER:

TCF National Bank

By   
(Signature)

06/05/2013  
Date

Syed Saifi  
(Printed Name)

Assistant Vice President  
(Title)

STATE OF MINNESOTA)  
SS  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 5th day of June, 2013 by Syed Saifi, Assistant Vice President of TCF National Bank, a national banking association, on behalf of the association.

  
Notary Public

My Commission Expires: 1-31-15

