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Prepared by and when recorded
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SHEILA BELLINGER
555 BUTTERFIELD ROAD
LOMBARD IL 60148



Doc#: 1318415020 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2013 10:38 AM Pg: 1 of 4

*2 of 2
13-135557*

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX0009XXXX Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 06/04/2013

Borrower(s): Ryan L Hart and Catherine E Francis

Senior Lender: Wintrust Mortgage, a division of Barrington Bank and Trust Co.

Subordinating Lender: TCF National Bank

Property Address: 1458 Cuyler Ave, Chicago, IL 60613

PIN# 14-17-313-024-0000

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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.

Ryan L Hart and Catherine E Francis (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 East 25 feet of Lot 19 in Block 3 in Ashland Addition to Ravenswood, a subdivision of that part Southwest of Green Bay Road of Southwest Quarter of the Southwest Quarter (except the South 325 feet of the West 200 feet thereof) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which document is dated 29th day of June, 2012 filed of record on 9th day of July, 2012 with the County Recorder of Cook County, Illinois as Document No. 1219112007, in the amount of \$283,000.00 (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 \$412,000.00 (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 \$412,000.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By 
(Signature)

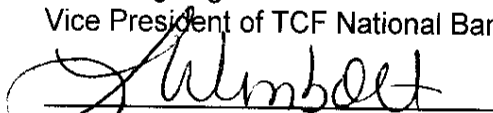
06/04/2013
Date

Melissa Furey
(Printed Name)

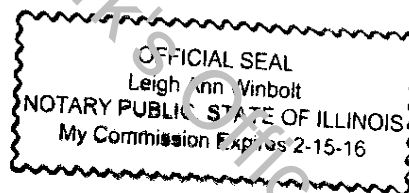
Vice President
(Title)

STATE OF ILLINOIS)
 SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 4th day of June, 2013 by Melissa Furey, 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:

LEGAL DESCRIPTION:

The east 25 feet of Lot 19 in Block 3 in Ashland Addition to Ravenswood, a subdivision of that part southwest of Green Bay Road of Southwest quarter (1/4) of the Southwest quarter (1/4) (except the south 325 feet of the west 200 feet thereof) of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.:
14-17-313-024-0000

C.K.A.: 1458 CUYLER AVENUE, CHICAGO, IL 60613

Return to:

 **Plymouth Title**
GUARANTY CORPORATION

1301 W. 22nd Street, Ste. 505
Oak Brook, IL 60523

Property of Cook County Clerk's Office