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

> PRAIRE TITLE 6821 W. WORTH AVE. OAK PARK, 4 60302

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX6004XXXX

Reference Number:

SUBORDINATION AGREEMENT AN PUNIT CICRATION OFFICE INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 06/25/2013

Borrower(s): Thadford A Felton and Amy M Felton

Senior Lender: Wintrust Mortgage

Subordinating Lender: TCF National Bank

332 Linden Ave, Oak Park, IL 60302 Property Address:

PIN# 16-07-208-001-0000 and 16-07-208-002-0000

SUBORDINATION ONLY Mort

02-08-13

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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.

Thadford A Felton and Amy M Felton (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 16 and the North 20 feet of Lot 15 in the Subdivision of Block 20 in James West Scovilles Subdivision of the West 1/2 of the Northeast 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Medidian, in Cook County, Illinois.

which document is dated 10th day of April, 2012 filed of record on 16th day of April, 2012 with the County Recorder of Cook County, Plinois as Document No.1210757467, in the amount of \$245,000.00 (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 \$384,250.00 (he '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, we out to document 1318955622

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 for 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 it strument. 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 rescective 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.

SUBORDINATION ONLY Mort

02-08-13

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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 \$384,250.00 this Subordination Agreement is VOID.

TCF National/Bank, //	
By(Signature)	<u>06/25/2013</u> Date
Melissa Furey (Printed Name)	
Vice President (Title)	

STATE OF ILLINOIS)

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COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 25th 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:

OFFICIAL SEAL
Leigh Ann Winbolt
NO TARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2-15-16

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A POLICY ISSUING AGENT OF CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 1306-53031

SCHEDULE A (continued)

LEGAL DESCRIPTION

LOT 16 AND THE NORTH 20 FEET OF LOT 15 IN THE SUBDIVISION OF BLOCK 20 IN JAMES WEST SCOVILLES SUADIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1:16
Allerden Av.

Clarks
Office PERMANENT INDEX NUMBER: 16-07-208-001-0000 & 16-07-208-002-0000

COMMONLY KNOWN AS: 332 Linden Avenue, Oak Park, IL 60302