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

001123719823

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX4919XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE Clart's Office

Effective Date: 08/14/2013

Borrower(s): Olegario M Flores and Joanna E Flores

Senior Lender: Citibank, N.A.

Subordinating Lender: TCF National Bank

Property Address: 624 Judson Ave, Unit G, Evanston, IL 60202

PIN# 11-19-414-034-1014

*MTG DOC #1324808129

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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.

Olegario M Flores and Joanna E Flores (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:

See Attached

which document is dated 2nd day of February, 2007 filed of record on 2nd day of March, 2007 with the County Recorder of Croit County, Illinois as Document No.0706133020, in the amount of \$41,800.00 (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 \$153,551.00 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secure 1 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 lespective 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.

C. Signatures and Acknowledgements

SUBORDINATION ONLY Mort

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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 \$153,551.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bank	
By (Signature)	<u>08/14/2013</u> Date
Gary Kujawa (Printed Name)	
Assistant Vice President (Title)	
STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
The foregoing instrument was acknowledged before me a Assistant Vice President of TCF National Bank, a national	
Notary Public	Die on
My Commission Expires: 2-16-16	OFFICIAL SEAL Leigh Ann Winbolt PLY Commission Expires 2.15
	Ny Commission Expires 2-15-16

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UNOFFICIAL C

ACQUEST TITLE SERVICES, LLC

2800 West Higgins Road, Suite 180, Hoffman Estates, IL 60169

AS AGENT FOR

Fidelity National Title Insurance Company

Commitment Number: 2013070223

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

UNIT NUMBER 624-G IN THE JUDSON MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 AND 2 IN 3LOCK 4 IN KEENEY AND RINN'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4, (EXCEPT THE NORTH 1/4 THEREOF, LYING EAST OF THE RAILROAD) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS JUNE 9, 2006 DOCUMENT NUMBER 0616032016; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS. PIN: 11-19-414-034-1014

FOR INFORMATION PURPOSES ONLY: Ounity Clark's Office THE SUBJECT LAND IS COMMONLY KNOWN AS:

624 JUDSON AVENUE, UNIT G EVANSTON, IL 60202