## **UNOFFICIAL COPY**

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



Doc#: 1325956025 Fee: \$44.00

RHSP Lee:\$9.00 RPRI Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/16/2013 10:03 AM Fg: 1 of 4

400 Skokle Blvc Ste. 380 67 7 Northbrook, IL 300 32

PT13\_01133

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Account Number: XXXXXXXXXX2500XXXX

**Reference Number:** 

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE ND CORTO

Effective Date: 08/08/2013

Borrower(s): Irene Semenov

Senior Lender: Hallmark Home Mortgage, LLC

Subordinating Lender: TCF National Bank

Property Address: 3900 Kiess Dr, Glenview, IL 60026

PIN# 04-20-412-032-0000

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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.

Irene Semenov

(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 18 in Kingsport Estates, being a resubdivision in the Southeast 1/4 of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 7, 1986 as Document 86131449, in Cook County, Illinois.

which document is dated 30th day of August, 2012 filed of record on 10th day of September, 2012 with the County Recorder of Cook County, Illinois as Document No.1225447015, in the amount of \$194,000.00 (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 \$408,000.00 (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 rec'ta's, 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.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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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 \$408,000.00 this Subordination Agreement is VOID.

SOBOKDINA	ING	FENDEK:
TCF National E	Bank	
		//

08/08/2013 Date

Garý Kujawa (Printed Name)

Assistance Vice President (Title)

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

Ox Coot Cc The foregoing instrument was acknowledged before me on this 8th day of August, 2013 by Gary Kujawa, Assistance Vice President of TCF National Bank, a national bariring association, on behalf of the association.

Motary Public

My Commission Expires:

OFFICIAL SEAL Leigh Ann Winbolt

ARY PUBLIC, STATE OF ILLINOIS My commission Expires 2-15-16

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# **UNOFFICIAL COP**

Proper Title, LLC. As an Agent for Fidelity National Title Insurance Company 400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: PT13\_01133

SCHEDULE C PROPERTY DESCRIPTION

Property commonly known as: 3900 KIESS DR GLENVIEW, IL SUN26 Cook County

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

LOT 18 IN KINGSPORT ESTATES, BEING A RESUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1336 AS DOCUMENT 86131449, IN COOK COUNTY, ILLINOIS. F.C. SR6 AS

PIN: 04-20-412-032-0000