

UNOFFICIAL COPY

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



Doc#: 1331619148 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/12/2013 04:11 PM Pg: 1 of 4

RETURN TO:
First Title and Escrow
7361 Calhoun Pl Ste 200
Rockville, MD 20855

T-110490-13

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX3616XXXX Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF CONSUMER LOAN MORTGAGE

Effective Date: 10/04/2013

Borrower(s): Matthew Heller and Elisabeth Heller

Senior Lender: Citibank, N.A.

Subordinating Lender: TCF National Bank

Property Address: 1704 W Thome Avenue, Chicago, IL 60660

PIN# 14-06-206-021-0000

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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.

Matthew Heller and Elisabeth Heller (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 CONSUMER LOAN MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

See Attached

which document is dated 30th day of November, 2006 filed of record on 2nd day of January, 2007 with the County Recorder of Cook County, Illinois as Document No.0700211002, in the amount of \$45,500.00 (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 \$204,500.00 (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.

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

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LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT:

PARCEL 1: THE WEST 20 FEET OF THE EAST 40 FEET OF THAT PART OF THE SOUTH 10 FEET OF LOT 7 AND ALL OF LOT 8 TAKEN AS A TRACT LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 8 THROUGH A POINT ON SAID SOUTH LINE 35.33 FEET WEST OF THE SOUTHEAST CORNER OF LOT 8 IN BLOCK 11 IN HIGH RIDGE, A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 8 FEET OF THE NORTH 24 FEET AS MEASURED ALONG THE WEST LINE OF THE WEST 20 FEET AS MEASURED ALONG THE NORTH LINE OF THE SOUTH 10 FEET OF LOT 7 AND ALL OF LOT 8, TAKEN AS A TRACT IN BLOCK 11 IN HIGH RIDGE AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 20072224 AND AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 27412711.

PARCEL ID: 14-06-206-021-0000

Being the same property as transferred by Warranty Deed on 11/30/2006 and recorded 01/07/2007 from PAMELA A. SCHUDROWITZ, AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF WALTER T. STORM KRAMER, II to MATTHEW HELLER and ELISABETH HELLER, HUSBAND AND WIFE, NOT AS JOINT TENANTS, NOT AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, Tenants by the Entirety, recorded in Document Number 0700211000