## **UNOFFICIAL COPY**

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



Doc#: 1336545064 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/31/2013 01:55 PM Pg: 1 of 4

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX1040XXXX

Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date: 12/04/2013

Borrower(s): CARRIE SCHEPKE BROOKS and JONATHAN MICHAEL SCHEPKE 750 Price

Senior Lender: Perl Mortgage, Inc., ISAOA

Subordinating Lender: TCF National Bank

Property Address: 3233 PARK PLACE EVANSTON IL 60201

PIN# 05-33-312-020-0000

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.

CARRIE SCHEPKE BROOKS and JONATHAN MICHAEL SCHEPKE

(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 12th day of January, 2012 filed of record on 1st day of February, 2012 with the County Recorder of Cook County, Illinois as Document No.1203241063, in the amount of \$63,000.00 (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 \$560,400.00 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secured by a first item mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. WT6 Dec #3296545063

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

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 \$560,400.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bank	
By (Signature)	<u>12/04/2013</u> Date
Melissa Furey (Printed Name)	
Vice President (Title)	
STATE OF ILLINOIS)	
COUNTY OF COOK)	
The foregoing instrument was acknowledged before me on , Vice President of TCF National Bank, a national banking	
Netary Public	OFFICIAL SEAL
My Commission Expires: $\sqrt{-15-16}$	Leigh Ann Winbott NOFARY PUBLIC, STATE OF ILLINOIS My Commission Expires 2-15-16

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### **LEGAL DESCRIPTION**

LOT 7 IN BLOCK 1 IN PAUL JORGENSEN'S SUBDIVISION OF LOT 44 IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 05-33-312-020-000

Property of County Clark's Office