

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

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX7200X0XX Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE

Effective Date: 10/07/2014

Borrower(s): Alexis Russell and Victoria J. Russell

Senior Lender: Homeward Residential INC

Subordinating Lender: TCF National Bank

Property Address: 17140 Oleander Ave, Tinley Park IL, 60477

PIN# 27-25-400-019-0000

*Mtg Rec 10/28/14 as doc # 1430108484

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.

Alexis Russell and Victoria J. Russell

(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 COMMAND CREDIT PLUS MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

SEE ATTACH

which document is dated 25 day of June, 2009 filed of record on 1 day of July, 2009 with the County Recorder of Cook County, Illinois as Document No.0918246018, in the amount of \$45,000.00 (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 \$248,000.00 (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 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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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 \$248,000.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By _____
(Signature)

Date 10/07/2014

Jennifer Hazzard
(Printed Name)

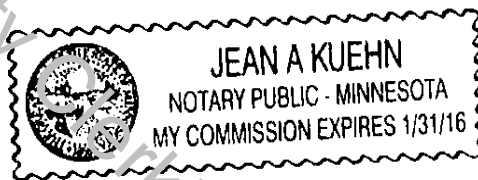
Officer
(Title)

STATE OF MINNESOTA)
SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this 7 day of October, 2014 by Jennifer Hazzard, Officer of TCF National Bank, a national banking association, on behalf of the association.

Jean A Kuehn
Notary Public

My Commission Expires: 1-31-16



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Exhibit "A"

File Number: 20092766

LOT 4 IN BLOCK 6 IN ARTHUR T. MC INTOSH AND COMPANY'S SOUTHLAND'S UNIT NUMBER 2, SUBDIVISION OF THE SOUTHEAST ¼ PF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 27-25-400-019-0000

C/K/A: 17140 OLEANDER AVE., TINLEY PARK, ILLINOIS 60477

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