

# UNOFFICIAL COPY



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

Doc#: 1433039070 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/26/2014 02:13 PM Pg: 1 of 4

NOV 14 2014 2 of 2

Property of Cook County Clerk's Office

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Account Number: XXXXXXXXX5519XXX Reference Number:

## SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE

Effective Date: 11/03/2014

Borrower(s): RUSSELL D MANGAS and MEGAN C MANGAS

Senior Lender: Caliber Home Loans, Inc

Subordinating Lender: TCF National Bank

Property Address: 1639 N SEDGWICK ST CHICAGO IL 60614

PIN# 14-33-420-022-0000

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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.

RUSSELL D MANGAS and MEGAN C MANGAS (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 ATTACHED

which document is dated 30th day of January, 2014 filed of record on 25th day of February, 2014 with the County Recorder of Cook County, Illinois as Document No. 1405626005, in the amount of \$136,438.00 (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 \$416,000.00 (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 \$416,000.00 this Subordination Agreement is VOID.

**SUBORDINATING LENDER:**

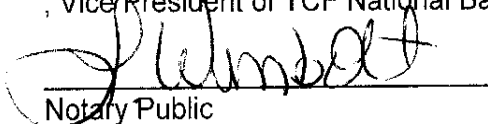
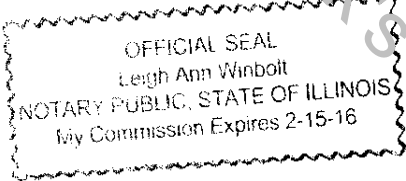
TCF National Bank

By \_\_\_\_\_  
(Signature)11/03/2014

Date

Melissa Furey  
(Printed Name)Vice President  
(Title)STATE OF ILLINOIS) <sup>SS</sup>  
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 3rd day of November, 2014 by Melissa Furey, Vice President of TCF National Bank, a national banking association, on behalf of the association.

  
\_\_\_\_\_  
Notary PublicMy Commission Expires: 2-15-16*Property of Cook County Clerk's Office*

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## Legal Description

LOT 20 IN JOHN F. STARR'S SUBDIVISION OF LOTS 29, 30 AND 31 IN GALES NORTH ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin# 14-33-420-022-0000

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