**UNOFFICIAL COPY** 

1312.0004

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

Doc#: 1434256054 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/08/2014 10:07 AM Pg: 1 of 4

7774-19823 \$54 2062 Cach

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX0935XXXX Reference Number:

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE

Effective Date: 11/12/2014

Borrower(s): GREGORY E. DURKIN and MEGAN J. CAMPBELL

Senior Lender: Millennium Bank

Subordinating Lender: TCF National Bank

Property Address: 3654 N FRANCISCO AVE, CHICAGO, IL 60618

PIN# 13-24-129-020-0000

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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.

GREGORY E. DURKIN and MEGAN J. CAMPBELL.

(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 5th day of June, 2014 filed of record on 11th day of August, 2014 with the County Recorder of Cook County Illinois as Document No.1422310065, in the amount of \$152,000.00 (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 \$417,000.00 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secured by a first I'en 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 expective 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 \$417,000.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER:  TCF National Bank	
By (Signature)	<u>11/12/2014</u> Date
Melissa Furey (Printed Name)	
Vice President (Title)	
STATE OF ILLINOIS)	
COUNTY OF COOK)	
The foregoing instrument was acknowledged before me or Melissa Furey, Vice President of TCF National Bank, a natassociation.	n this 12th day of November, 2014 by tional banking association, on behalf of the
Illim both	20
Ndfary Public  My Commission Expires: 25-14	C/
•	OF TOIA: A Leigh And State    NOTARY PUBLIC S   HELINOIS    My Commission   2-15-16

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# **UNOFFICIAL CC**

ALTA Plain Language Commitment (6-17-06)

### FIRST AMERICAN TITLE INSURANCE COMPANY SCHEDULE AT

Order Number: tt14-19823

Commitment Number:

#### **EXHIBIT A**

LCT 2 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 3 IN BLOCK 4 IN WILLIA'M BLDENWECK'S ADDITION TO UNTER DEN LINDEN, A SUBDIVISION OF LOT 5 OF THE COUNTY CLERK'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, **ILLINOIS** 

PIN 13-24-129-020-0000

654 N. LORCOOK COUNTY CLOTHS OFFICE PROPERTY ADDPESC: 3654 N FRANCISCO AVENUE, CHICAGO, IL 60618

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