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

(Space Above This Line for Recording Data)

Account Number: XXXXXXXXXX2841xXXX Reference Number:

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE Diff Clory's Office

Effective Date: 12/08/2014

Borrower(s): Joby Jose Mathew and Manjiri Miriam Mathew

Senior Lender: HomeLand Mortgage Company ISAOA ,ATIMA

Subordinating Lender: TCF National Bank

Property Address: 2114 Winchester Ln, Glenview IL 60026

PIN# 04-28-106-012-0000

SUBORDINATION ONLY More

02-08-13

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### **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.

Joby Jose Mathew and Manjiri Miriam Mathew (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 daied 30th day of May, 2014 filed of record on 8th day of September, 2014 with the County Recorder of Cook Councy, Illinois as Document No.1425155159, in the amount of \$99,000.00 (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 \$416,000.00 (the "Now Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is secured by a first linn n ortgage 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 hereov acknowledged, the parties agree as follows:

### A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Society 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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## **UNOFFICIAL COPY**

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	
CAN AL	
By /////	<u>12/08/2014</u>
(Signature)	Date
Melissa Furey	
(Printed Name)	
<u>Vice President</u>	
(Title)	
Ox	
STATE OF ILLINOIS)	
SS	
COUNTY OF COOK)	
4	
The foregoing instrument was acknowledged before ma	on this 08th day of December, 2014 by
Melissa Furey, Vice President of TCF National Bank, a	national banking association, on behalf of the
association.	4/)×
Notary Public	
My Commission Expires: <u>スーケー/</u> ク	0
My Conninssion Expires.	OFFICIAL SEAL
	Leigh Ann Winbolt
	INOTARY PUBLIC, STATE OF ILLINOIS
	My Communation Expires 2-15-16
	Sample of the State of the Section o

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# **ELECTERATE SAME** SCHEDULE A (CONTINUED)

ORDER NO.: 1410 008965576 UA

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 103 IN GLENLAKE ESTATES UNIT 4, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 MORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office



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