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

140850811/RTC

Ravenswood Title Company LLC 319 W. Ontario Street

Suite 2N-A Chicago, IL 60654

(Space Above This Line for Recording Data)

Account Number: XXXXXXXXX4895XXXX

Reference Number:

SUBORDINATION AGREEMENT 10 Clarks Office INDEX AS A MODIFICATION OF CCN/MAND CREDIT PLUS MORTGAGE

Effective Date: 01/07/2015

Borrower(s): William R. Cahoon and Lauren E. Cahoon

Senior Lender: Guaranteed Rate, Inc.

Subordinating Lender: TCF National Bank

Property Address: 23 Pine Ave, La Grange Park IL 60526

PIN# 15 33 322 005 0000

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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.

William R. Cahoon and Lauren E. Cahoon (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 uated 19th day of June, 2014 filed of record on 11th day of July, 2014 with the County Recorder of Cook County, Illinois as Document No.1419204031, in the amount of \$113,940.00 (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement externed 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 line nortgage 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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OFFICIAL SEAL
Leigh Ann Winbolt
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2-15-16

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 \$417,000.00 this Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bapk	
By <u>01/07/2015</u> (Signature) Date	
Melissa Furey (Printed Name)	
Vice President (Title)	
STATE OF ILLINOIS) SS COUNTY OF COOK)	
The foregoing instrument was acknowledged before me on this 07th day of Ja Vice President of TCF National Bank, a national banking association, on behaviorary Public My Commission Expires:	

UNOFFICIAL COPY

EXHIBIT A

LOT 8 IN BLOCK 1 IN RICHMOND'S ADDITION TO LAGRANGE IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-33-322-005

Property of Cook County Clark's Office

Exhibit A 1408508IL