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Doc#: 1505622076 Fee: \$44.00
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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 02/25/2015 02:15 PM Pg: 1 of 4

Property of Cook County Clerk's Office

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Account Number: XXXXXXXXX0461XXX

Reference Number: *2012* 15-137647

SUBORDINATION AGREEMENT INDEX AS A MODIFICATION OF COMMANDCREDIT PLUS MORTGAGE

Effective Date:02/17/2015

Borrower(s): MARITZA PEREZ-MITCHELL and BRIAN J. MITCHELL

Senior Lender: PRIMELENDING, A PLAINS CAPITAL COMPANY

Subordinating Lender: TCF National Bank

Property Address: 6111 GLENBROOK LN W,LA GRANGE IL 60525

PIN #: 18-17-312-014-0000

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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.

MARITZA PEREZ-MITCHELL and BRIAN J. MITCHELL (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 COMMANDCREDIT PLUS MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

See Attached

which document is dated December 18, 2013, filed of record on January 10, 2014, as Document Number 1401035045, with the County Recorder, Cook County, Illinois in the amount of \$115,200.00; (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 \$413,000.00 (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. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

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.

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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

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 \$413,000.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By [Signature] _____ 02/17/2015
(Signature) Date

Jhonda Stamper
(Printed Name)

Officer
(Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 17th day of February, 2015 by Jhonda Stamper, Officer of TCF National Bank, a national banking association, on behalf of the association.

[Signature]
Notary Public
My Commission Expires: 1-31-2016



This instrument was drafted by:

TCF National Bank
Sheila Bellinger
101 East 5th Street Suite 101
St Paul, MN 55101

Recording Requested By/Return to:

TCF National Bank
Attn: Modification Group
101 E 5th Street Suite 101
St Paul, MN 55101



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ATTORNEYS' TITLE GUARANTY FUND, INC.

LEGAL DESCRIPTION

Permanent Index Number:

Property ID: 18-17-312-014-0000

Property ID:

Property Address:

6111^W Glenbrook Lane ~~West~~
Indian Head Park, IL 60525

Legal Description:

Lot 49 in Ashbrook Subdivision, being a Subdivision in part of the Southwest 1/4 of Section 17, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 1, 1996 as Document No. 96155610, in Cook County, Illinois.

Property of Cook County Clerk's Office