

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

**Report Mortgage Fraud
800-532-8785**

The property identified as: **PIN: 06-28-312-035-0000**

Address:

Street: 1276 Spaulding Rd

Street line 2:

City: Bartlett

State: IL

ZIP Code: 60103

Lender: Homeward Residential, Inc.

Borrower: Vincent G Berkman

Loan / Mortgage Amount: \$233,700.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 199FC67F-A196-453F-8B9E-CB9A46CFC1C9

Execution date: 02/27/2015

UNOFFICIAL COPY

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX1792XXXX

Reference Number:

**SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF CONSUMER LOAN MORTGAGE**

Effective Date: 02/18/2015

Borrower(s): Vincent G Berkman and Merlin Quintin

Senior Lender: Homeward Residential Inc.

Subordinating Lender: TCF National Bank

Property Address: 1276 Spaulding Rd., Bartlett, IL 60103

PIN #: 06-28-312-035-0000

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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.

Vincent G Berkman and Merlin Quintin (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 CONSUMER LOAN MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

Lot 133 in Amber Grove Unit 5, being a Subdivision of part of the SW 1/4 of Section 28, Township 11 N, Range 9, E of the Third Principal Meridian according to the plat thereof recorded 11/3/1993 as Document 93892133, in Cook County, Illinois

which document is dated November 9th, 2005, filed of record on December 7th, 2005, as Document Number 0534105084, with the County Recorder, Cook County, Illinois in the amount of \$50,625.00; (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 \$233,700.00 (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 \$233,700.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:
TCF National Bank

By Jean A Kuehn 02/18/2015
(Signature) Date

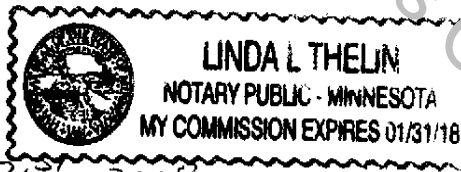
Jean Kuehn
(Printed Name)

Officer
(Title)

STATE OF MINNESOTA) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this 18th day of February, 2015 by Jean Kuehn, Officer of TCF National Bank, a national banking association, on behalf of the association.

Linda L Thelin
Notary Public



My Commission Expires: January 31st, 2018

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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EXHIBIT A

Legal Description

R-1501-IL-2374855

LOT 133 IN AMBER GROVE UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1993 AS DOCUMENT 93892133, IN COOK COUNTY, ILLINOIS.

06-28-312-035-0000

Being Property Conveyed by Warranty Deed from Robert J. Greening and Sarah B. Greening, husband and wife, as tenants by the entirety to Vincent G. Berkman and Merlin Quintin, husband and wife, not as tenants in common and not as joint tenants but as tenants by the entirety, recorded December 7, 2005, in Instrument No. 0534105082, Cook County, Illinois.

Property of Cook County Clerk's Office