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Doc#: 1515439057 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/03/2015 01:23 PM Pg: 1 of 4

15-0564

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Account Number: XXXXXXXXXX34977XXX

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 05/14/2015

Borrower(s): MATTHEW P. FASANA and ELISABETH P. FASANA

Senior Lender: PHH HOME LOANS, LLC

Subordinating Lender: TCF National Bank

Property Address: 3626 N HOYNE AVE UNIT 2, CHICAGO IL 60618

PIN #: 14-19-129-039-1002

S	Y
P	Y
S	N
M	N
SC	Y
E	Y
INT	Y

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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.

MATTHEW P. FASANA and ELISABETH P. FASANA (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 ATTACH

which document is dated August 16th, 2013, filed of record on September 25th, 2013, as Document Number: 1326801045, with the County Recorder, Cook County, Illinois in the amount of \$79,447.00; (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 \$391,000.00 (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 \$391,000.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By *[Signature]*
(Signature)

05/14/2015
Date

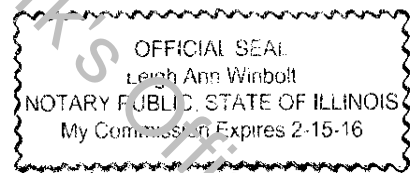
Melissa Furey
(Printed Name)

Vice President
(Title)

STATE OF ILLINOIS) **SS**
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 14th day of May, 2015 by Melissa Furey, Vice President of TCF National Bank, a national banking association, on behalf of the association.

[Signature]
Notary Public



My Commission Expires: 2-15-16

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

PARCEL 1: UNIT 2, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 3626 NORTH HOYNE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 33 IN GOODE'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 4 IN SELLER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0030350521, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF G2 AND REAR DECKS, LIMITED COMMON ELEMENTS, AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0030350521.

Permanent Index Number(s): 14-19-129-039-1002

For informational purposes only, the subject parcel is commonly known as:

3628 North Hoyne Avenue Unit 2, Chicago, IL 60618

Property of Cook County Clerk's Office