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D39082-DK 550 East Regssyc-

Suite 104 Gion Ellyn, Illinois Epara



Doc#: 1521949007 Fee: \$44.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/07/2015 10:53 AM Pg: 1 of 4

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX4202XXXXX

DOOP TO

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 04/14/2015

Borrower(s): Jonathan Kane and Mary Reynolds, Husband and Wife

Senior Lender: MIDWEST EQUITY MORTGAGE LLC

Subordinating Lender: TCF National Bank

Property Address: 1206 W ADDISON ST UNIT 1, CHICAGO IL 60613

PIN #: 14201260351001

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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.

Jonathan Kane and Mary Reynolds, Husband and Wife (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 May 07, 2014, filed of record on May 19, 2014, as Document Number 1413955022, with the County Recorder, Cook County, Illinois in the amount of \$47,452.00; (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 \$361,885.00 (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 security 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 \$381,885.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:	
TCF National Bank	
By (Signature)	04/14/2015 Date
Melissa Furey (Printed Name)	
Vice President (Title)	
STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
The foregoing instrument was acknowledged before me on this 1-lth day of A Melissa Furey, Vice President of TCF National Bank, a national banking association	
of the association.	IAL SEAL \$
Lei vi A	nn Winbolt STATE OF ILLINOIS (on Expires 2-15-16
Notary Public	
My Commission Expires: 2-15-/()	1 /0_

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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The land referred to in the Commitment is described as follows:

Parcel 1: Unit Number 1 in the 1206 W. Addison Condominium, as delineated on a survey of the following described tract of land:

Lot 21 and the East 5 Feet of Lot 22 in Block 9 in the Subdivision of Blocks 9 and 10 in Edson Subdivision of the South 3/4 of the East 1/2 of the Northwest 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian Meridian, (Except a part of the Northeast Corner thereof with part of Lot 12 in Laffin Smith and Dyers Subdivision of the Northeast 1/4 of Section 20 aforesaid) in Cook County, Illinois which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 91241677; together with its undivided percentage interest in the common elements in Cook County Illinois.

Parcel 2: The exclusive right to use of Parking Area 1, a limited common element, as delineated and defined in the Vec'aration recorded as Document Number 91241677, in Cook County, Illinois.

