## **UNOFFICIAL COPY**

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



Doc#: 1527113006 Fee: \$46.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/28/2015 08:47 AM Pg: 1 of 4

After Recording, Beturn to:

111 Westport Plaza Drive, Suito 277 St. Louis, MO 63146-3013

Phone: (314) 469-7070 Fax: (314, 460-7117

14751c-mi

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX3000/XXX

Reference Number:

SUBORDINATION AGREEMENT NL COME CONTROL INDEX AS A MODIFICATION OF COMMAND CREDIT PLUS MORTGAGE

Effective Date: 11/06/2014

Borrower(s): Hiteshkumar Patel and Alpita Patel

Senior Lender: Midwest Equity Mortgage, LLC

Subordinating Lender: TCF National Bank

Property Address: 7629 W. Farragut Ave, Chicago, IL 60656

PIN# 12-12-124-008-0000

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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.

Hiteshkumar Patel and Alpita Patel

(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 dated 22nd day of February, 2014 filed of record on 05th day of March, 2014 with the County Recorder of Cook County, Illinois as Document No.1406408139, in the amount of \$59,947.00 (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 \$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 lien mortgage 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 never 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

SUBORDINATION ONLY Mort

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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 Bark	
By (Signature) Da	<u>11/06/2014</u> te
Melissa Furey (Printed Name)	
Vice President (Title)	
STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
The foregoing instrument was acknowledged before me on this 6th day of November, 2014 by Melissa Furey, Vice President of TCF National Bank, a national banking association, on behalf of the association.	
Notary Public Am Winbolt	ž_
My Commission Expires: 2 - 15 - 10	
	OFFICIAL SEAL  Leigh Ann Winboli  NOTAR' PUFLIC STATE OF E  My Commission Expires 2-1

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#### **EXHIBIT "A"**

LOT 5 IN BLOCK 19 IN KINSEY'S HIGGINS ROAD SUBDIVISION OF PART OF SECTION 1 AND 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED FEBRUARY 19, 1923 IN BOOK 176 OF PLATS, PAGE 40 AND 41 AS DOCUMENT NUMBER 7812269, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE DERIVATION OF SAME BEING:

The same being property conveyed by Deed executed by WLADYSLAW DZIEDZIC AND BARBARA DZIEDZIC, FUSBAND AND WIFE, on 11-20-2006, as recorded on 11-24-2006 at Book, Liber, Page/Folio, Instrument No. 0632826083 in the land records of COOK COUNTY.

Parcel Identification Number: 12-12-124 008-0000