

# UNOFFICIAL COPY

Doc#: 1533749405 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/03/2015 11:27 AM Pg: 1 of 4

Property of Cook County Clerk's Office

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**Account Number:** XXXXXXXXX6254XXXX

**Reference Number:**

1100001

## SUBORDINATION AGREEMENT

**Effective Date:** 07/28/2015

**Borrower(s):** Margaret T. Gawronski

**Senior Lender:** TCF National Bank

**Subordinating Lender:** TCF National Bank

**Property Address:** 1101 Pleasant Run Drive Apt 1007, Wheeling, IL 60090

**PIN #:** 03-15-200-015-1138

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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.

Margaret T. Gawronski (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 March 22, 2007, filed of record on April 4, 2007, as Document Number 0709408009, with the County Recorder, Cook County, Illinois in the amount of \$17,170.00; (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 \$175,000.00 (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.

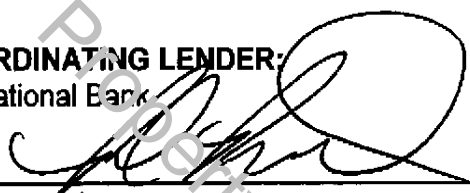
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**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

### 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 \$119,000.00 the Subordination Agreement is VOID.

**SUBORDINATING LENDER:**  
TCF National Bank

By  07/28/2015  
(Signature) Date

Brad Barthels  
(Printed Name)

SVP, Director of Project Development  
(Title)

STATE OF MINNESOTA) SS  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 28th day of July, 2015 by Brad Barthels, SVP, Director of Project Development of TCF National Bank, a national banking association, on behalf of the association.

  
Notary Public



My Commission Expires: 1-31-16

**This instrument was drafted by:**  
TCF National Bank  
Sheila Bellinger  
101 East 5<sup>th</sup> Street Suite 101  
St Paul, MN 55101

**When Recorded Return To:**  
RICHMOND MONROE GROUP, INC.  
P.O. BOX 458  
KIMBERLING CITY, MO 65686  
Ref#: 000341000000276 / 001100001A

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## LEGAL DESCRIPTION

**POLICY NO: 1408 025071435 HE**

**UNIT NO. 1007 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):**

**A PART OF LOT 1 IN PLEASANT RUN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY GLENVIEW STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 14, 1972 AND KNOWN AS TRUST NUMBER 815 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22193723 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED .726 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS SET FORTH AND DEFINED IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.**

*Recorder's Office*