# **UNOFFICIAL COPY**

Doc#. 1533749417 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/03/2015 11:30 AM Pg: 1 of 4

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Account Number: XXXXXXXXXXX4317XXXX

DOOP TO

Reference Number:

1099775

SUBORDINATION AGREEMENT

'a Dottine

Effective Date: 07/28/2015

Borrower(s): Dante F. Dottone and Estela Dottine

Senior Lender: TCF National Bank

Subordinating Lender: TCF National Bank

Property Address: 9212 N Woodland Drive, Niles, IL 60714

PIN #: 09-14-208-029

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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.

Dante F. Dottone and Estela Dottine (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 August 27, 2007, filed of record on September 6, 2007, as Document Number 07249 (6))86, with the County Recorder, Cook County, Illinois in the amount of \$29,700.00; (the Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt exidenced 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 \$4.13 600.00 (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 \$419,600.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Eark	
By (Signature)	07/28/2015 Date
Brad Barthels (Printed Name)	
SVP, Director of Project Development (Title)	
STATE OF MINNESOTA)	
COUNTY OF HENNEPIN)	

The foregoing instrument was acknowledged before me on this 20th 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

NADINE E WALKER
NO TARY PUBLIC
NINNESOTA
My Comman on Expires Jan. \$1, 2016

### 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. 80X 458 KIMBERLING CITY, MO 65686 Ref#: 0003410000000260 / 001099775A

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LOT 155 IN PLAT OF RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office