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Doc#. 1600756141 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/07/2016 10:27 AM Pg: 1 of 4

5023296 SK

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXXX0935XXXX

Reference Number:

an J. Campbell

Effective Date: 12/10/2015

Borrower(s): Gregory E. Durkin and Megan J. Campbell

Senior Lender: Millenium Bank

Subordinating Lender: TCF National Bank

Property Address: 3654 N Francisco Ave., Chicago, IL 60618

PIN #: 13-24-129-020-0000

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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.

Gregory E. Durkin and Megan J. Campbell (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 June 5th, 2014, filed of record on August 11th, 2014, as Document Number 1422310065, with the County Recorder, Cook County, Illinois in the amount of \$152,000.00; (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 Lende, he agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$415,000.00 (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 VCID.

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 three 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.

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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 \$415,000.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By ____/ // (Signati/.é) 12/10/2015 Date

Jhonda Stamper (Printed Name)

Officer (Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 10th day of December, 2015 by <u>Jhonda Stamper</u>, <u>Officer</u> of TCF National Bank, a national banking association, on behalf of the association.

Notary Public

My Commission Expires:

-7316

Recording Requested By/Return To: TCF NATIONAL BANK ATTN: MODIFICATION GROUP 1405 XENIUM LANE MAIL CODE PCC-2E-L PLYMOUTH, MN 55441 This Instrument Prepared by:
TCF NATIONAL PANK
ATTN: MODIFICATION GROUP
SHEILA BELLINGER
1405 XENIUM LANE
PLYMOUTH, MN 55441

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LOT 2 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 3 IN BLOCK 4 IN WILLIAM BOLDENWECK'S ADDITION TO UNTER DEN LINDEN, A SUBDIVISION OF LOT 5 OF THE COUNTY CLERK'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24. TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

END OF SCHEDULE A

