

# UNOFFICIAL COPY

Doc#: 1613818133 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/17/2016 01:22 PM Pg: 1 of 4

2/2 Chicago Title 160084452

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

**Account Number:** XXXXXXXXX6973XXXX

**Reference Number:**

## SUBORDINATION AGREEMENT

Effective Date: 04/19/2016

Borrower(s): Karen Kaufman

Senior Lender: Bay Equity Home Loans ISAOA/ATIMA

Subordinating Lender: TCF National Bank

Property Address: 23 N Green St, Unit #402, Chicago, IL 60607

PIN #: 17-08-450-028-1014 & 17-08-450-028-1041

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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.

Karen Kaufman (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 October 16<sup>th</sup>, 2014, filed of record on October 22<sup>nd</sup>, 2014, as Document Number 1429519119, with the County Recorder, Cook County, Illinois in the amount of \$79,000.00; (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 Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$394,000.00 (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.

**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 \$394,000.00 the Subordination Agreement is VOID.

### SUBORDINATING LENDER:

TCF National Bank

By Patrick Votel 04/19/2016  
(Signature) Date

Patrick Votel  
(Printed Name)

Officer  
(Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of April, 2016 by Patrick Votel, Officer of TCF National Bank, a national banking association, on behalf of the association.

[Signature]  
Notary Public



My Commission Expires: \_\_\_\_\_

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 BANK  
ATTN: MODIFICATION GROUP  
PATRICK VOTEL  
1405 XENIUM LANE  
PLYMOUTH, MN 55441

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

**PARCEL 1:**

UNITS 402 AND P-22 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 23 ON GREEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0432834100 IN THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EXCLUSIVE USE FOR STORAGE PURPOSES IN AND TO STORAGE SPACE NO. S-22, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

**END OF SCHEDULE A**

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