

UNOFFICIAL COPY



Doc#: 1618104071 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/29/2016 03:00 PM Pg: 1 of 4

Property of Cook County Clerk's Office

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXX0059XSY

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 05/16/2016

FIDELITY NATIONAL TITLE CH16011690

Borrower(s): TYLER MANIC

Senior Lender: WINTRUST MORTGAGE

Subordinating Lender: TCF National Bank

Property Address: 2616 N ORCHARD ST UNIT 4, CHICAGO IL 60614

PIN #: 14283030931004

BOX 15

6C16011690

07-31-2015

SUBORDINATION ONLY

Doc # 669 - Page 1 of 3

Y
S
P
S
S
S
INTL

UNOFFICIAL COPY

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.

TYLER MANIC (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 February 19th, 2015, filed of record on March 26, 2015, as Document Number 1508501014, with the County Recorder, Cook County, Illinois in the amount of \$56,400.00; (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 \$234,075.00 (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.

UNOFFICIAL COPY

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 \$284,075.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By *Deb Tanberg* _____ 05/16/2016
(Signature) Date

Deb Tanberg
(Printed Name)

Officer
(Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 16th day of May, 2016 by Deb Tanberg, Officer of TCF National Bank, a national banking association, on behalf of the association.

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

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

EXHIBIT "A" Legal Description

UNIT 4 WITH AN UNDIVIDED 29.5% INTEREST AND UNIT P4 WITH AN UNDIVIDED 20% INTEREST RESPECTIVELY IN THE COMMON ELEMENTS IN 2616 ORCHARD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 23, 1987 AS DOCUMENT 3610302 IN LOT 37 N BLOCK 3 IN THE SUBDIVISION OF LOT "E" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (08/17/2008)

