

# UNOFFICIAL COPY

Doc#: 1619525012 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/13/2016 11:20 AM Pg: 1 of 4

PK 16AC-1616073LF 30F3



Property of Cook County Clerk's Office

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**Account Number:** XXXXXXXXX9002XXXX

**Reference Number:**

## SUBORDINATION AGREEMENT

Effective Date: 06/06/2016

Borrower(s): Joseph A. Musso and Meghan A. Musso

Senior Lender: United Wholesale Mortgage

Subordinating Lender: TCF National Bank

Property Address: 1845 W Cresent Avenue, Park Ridge, IL 60068

PIN #: 09-34-222-003-000

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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.

Joseph A. Musso and Meghan A. Musso (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 May 30, 2014, filed of record on June 11, 2014, as Document Number 1416246040, with the County Recorder, Cook County, Illinois in the amount of \$300,000.00; (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 \$200,000.00 (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 \$203,000.00 the Subordination Agreement is VOID.

**SUBORDINATING LENDER:**

TCF National Bank

By Deb Tanberg \_\_\_\_\_ 06/06/2016  
(Signature) Date

Deb Tanberg  
(Printed Name)

Officer  
(Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 6th day of June, 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  
DEB TANBERG  
1405 XENIUM LANE  
PLYMOUTH, MN 55441

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## EXHIBIT A

### LEGAL DESCRIPTION

1845 W CRESCENT AVE, PARK RIDGE, ILLINOIS 60068  
Cook County

The following described real estate, situated in Cook County, Illinois, to wit:

LOT 8 IN JAMES C. MORELAND'S PARK RIDGE OAKS, A SUBDIVISION OF LOT 19 AND THE NORTH 171 FEET OF THAT PART OF LOT 20 LYING NORTH OF TALCOTT ROAD IN GREENBAUM'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF TALCOTT ROAD (EXCEPT THE WEST 4.56 CHAINS OF THE NORTH 13 CHAINS THEREOF), ACCORDING TO THE PLAT RECORDED JUNE 14, 1946 AS DOCUMENT 13821187, IN COOK COUNTY, ILLINOIS.

Parcel ID 09-34-277-001-0000

Property of Cook County Clerk's Office