

# UNOFFICIAL COPY

Doc#: 1622115066 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/08/2016 10:22 AM Pg: 1 of 4

1667237IL

{Space Above This Line for Recording Data}

**Account Number:** XXXXXXXXXX8309XXXX

**Reference Number:**

## SUBORDINATION AGREEMENT

Effective Date: 06/09/2016

Borrower(s): Mark E. Yoder and Jennifer J. Yoder

Senior Lender: Guaranteed Rate., Inc.

Subordinating Lender: TCF National Bank

Property Address: 4962 N. Kilbourn Ave., Chicago, IL 60630

PIN #: 13-10-314-006-0000

MAIL TO: RAVENSWOOD  
TITLE COMPANY, LLC  
319 W. ONTARIO ST. #200  
CHICAGO, IL 60654

1607237IL/AL

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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.

Mark E. Yoder and Jennifer J. Yoder (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 31st, 2005, filed of record on September 23rd, 2005, as Document Number 0523605015, with the County Recorder, Cook County, Illinois in the amount of \$42,300.00; (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 \$273,100.00 (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. Doc # 1621039147

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 \$273,100.00 the Subordination Agreement is VOID.

### SUBORDINATING LENDER:

TCF National Bank

By Deb Tanberg 06/09/2016  
(Signature) Date

Deb Tanberg  
(Printed Name)

Officer  
(Title)

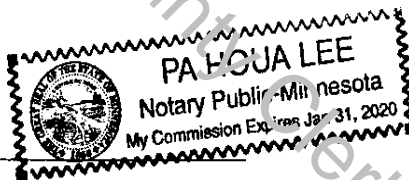
STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 9th day of June, 2016 by Deb Tanberg, Officer of TCF National Bank, a national banking association, on behalf of the association.

Patricia Lee  
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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**RAVENSWOOD TITLE COMPANY, L.L.C.**  
A POLICY ISSUING AGENT FOR  
**OLD REPUBLIC NATIONAL TITLE COMPANY**

Commitment No.: 1607237IL

## SCHEDULE C

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

LOT 6 IN WILLIAM A. BRITIGAN'S LAWRENCE AVENUE RE. SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

ALTA Commitment Form (06/17/06)  
Schedule C

1607237IL