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Doc#. 1624322029 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/30/2016 08:33 AM Pg: 1 of 4

2005/0275

{Spac: Above This Line for Recording Data}

Account Number: XXXXXXXXXX4065/xXX

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 05/20/2016

Borrower(s): MEGHAN JANKELOW and LAURENCE JANKELOW

Senior Lender: SUNTRUST MORTGAGE

Subordinating Lender: TCF National Bank

Property Address: 1141 W PATTERSON AVE UNITE 1E, CHICAGO IL 60613

PIN #: 14-20-225-042-1002

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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.

MEGHAN JANKELOW and LAURENCE JANKELOW (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. Exhibit #

which document is dated August 30, 2013, filed of record on October 08, 2013, as Document Number 1328141126, with the County Recorder, Cook County, Illinois in the amount of \$63,000.00; (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credif 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 \$400 912.36 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended I can 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 Recorded 7-19-16 (CC (6201))

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 \$406,912.36 the Subordination Agreement is VOID.

| SUBORDINATING LENDER: TCF National Bank | |
|---|------------|
| By Set Janker | 05/20/2016 |
| (Signature) | Date |
| Deb Tanberg (Printed Name) | |
| Officer | |
| (Title) | |
| STATE OF MINNESOTA) | |

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 20th day of May, 2016 by <u>Deb Tanberg</u>, <u>Officer</u> of TCF National Bank, a national banking association, on behalf of the association.

Notary Public

My Commission Expires:

PA HOUA LEE

Notary Public-haim esota

My Commission Explains. Jan 21, 2020

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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: 4000990269 Loan #

Exhibit A

LEGAL DESCRIPTION

The following described property:

Parcel 1:

Unit 1E in the 1141 W. Patterson Condominium as delineated and defined on the Plat of Survey of the following described Parcel of Real Estate:

Lots 47 and 48 in Talbot's Subdivision of that part of Block 13 lying West of Green Bay Road (now called Clark Street) in Laflin, Smith and Dyer's Subdivision of the Northeast 1/4 (except 1.28 acres in the Nort' least Corner thereof) of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded December 27, 2006 as Document Number 0636122035, as amended from time to time, together with its undivided percentage interest in the Common Elements.

Parcel 2:

The exclusive right to the use of Parking Space 7-2, a Limited Common Element, as delineated on the Survey attached to the Declaration of Condominium aforesaid. C/orx's Organica

Assessor's Parcel No: 14-20-225-042-1002