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Doc#. 1624456079 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/31/2016 11:16 AM Pg: 1 of 4

Acquest Title Scivices, LLC

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX6960X/XX Reference Number:

Acquest Title Services, LLC

Effective Date: 08/12/2016

Borrower(s): Oz Bar Hama and Abby Bar Hama

Senior Lender: Draper and Kramer Mortgage dba 1st Advantage Mortagage

Total Northbrook, IL 60062

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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.

Oz Bar Hama and Abby Bar Hama (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 January 8th, 2016, filed of record on January 15th, 2016, as Document Number 1601549043 (vit) the County Recorder, Cook County, Illinois in the amount of \$50,000.00; (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 \$417,000.00 (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 torms 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 aspective heirs, legal representatives, successors and assigns of the parties hereto and all of these 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.

SUBORDINATION ONLY 07-31-2015 Doc # 669 - Page 2 of 3

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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 \$417,000.00 the Subordination Agreement is VOID

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TCF National Bank

By (Signature) 08/12/2016
Date

Deb Tanberg (Printed Name)

Officer (Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 12th day of August, 2016 by <u>Deb Tanberg</u>, <u>Officer</u> of <u>TCF</u> National Back, a national banking association, on behalf of the association.

Notan Public

My Commission Expires:

CONSTANCE J KESSLER S
NOTAS, PUBLIC MINNESOTA S
MY CO MMIS SION S
EXPIRES 01/21/18

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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ACQUEST TITLE SERVICES, LLC

2800 West Higgins Road, Suite 180, Hoffman Estates, IL 60169

AS AGENT FOR

Fidelity National Title Insurance Company

Commitment Number: 2016050190

SCHEDULE C PROPERTY DESCRIPTION

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

Lot 7 in Markus Subdivision, being a subdivision of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois.

PIN: 04-08-417-022-0500

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
2860 Beckwith Court
Northbrook, IL 60062