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Doc#: 1624657017 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/02/2016 09:07 AM Pg: 1 of 4

2454708-02 {Space Above This Line for Recording Data}

Account Number: XXXXXXXXX7229XXX

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 08/05/2016

Borrower(s): Patrick J. Mullins and Beverly J. Fetters

Senior Lender: TCF National Bank N.A.

Subordinating Lender: TCF National Bank

Property Address: 6135 South Nagle Avenue., Chicago, IL 60638

PIN #: 19-18-421-051-0000

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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.

Patrick J. Mullins and Beverly J. Fetters (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 June 3rd, 2003, filed of record on June 18th, 2003, as Document Number 0316932134, with the County Recorder, Cook County, Illinois in the amount of \$90,000.00; (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 \$148,800.00 (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 or 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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LEGAL DESCRIPTION:

THE SOUTH 30 FEET OF LOT 27 IN BLOCK "D" IN THIRD ADDITION TO FREDERICK H. BARTLETT'S 63RD STREET INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF BLOCK 5 AND THE WEST 1/2 OF BLOCKS 3 AND 8 IN HALL'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office