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Doc#. 1631257124 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/07/2016 01:29 PM Pg: 1 of 4

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IL 329762

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Account Number: XXXXXXXXX9775XXXX

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 07/22/2016

Borrower(s): Patrick Warren Sessler

Senior Lender: Nationstar Mortgage., LLC. ISAOA

Subordinating Lender: TCF National Bank

C/O/A/S O/A/CO Property Address: 3743 North Kenmore Avenue Unit #3., Chicago, IL 60613

PIN #: 14-20-219-010-0000

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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 Warren Sessler (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 April 24th, 2015, filed of record on May 4th, 2015, as Document Number 1512419084, with the County Recorder, Cook County, Illinois in the amount of \$131,929.00; (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 agræd to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$331,430 44 (the "New Loan or Amended Loan") to the Borrower, provided that the New Loan or Amended Loan is socured 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 no ding 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 \$391,430.44 the Subordination Agreement is VOID.

SUBORDINATING LENDER: TCF National Bapk	
By Leb ander	07/22/2016
(Signature)	Date
Deb Tanberg	
(Printed Name)	
Officer Or	
(Title)	
STATE OF MINNESOTA)	
SS	
COUNTY OF HENNEPIN)	

The foregoing instrument was acknowledged before me on this 22nd day of July, 2016 by <u>Deb Tanberg</u>. Officer of TCF National Bank, a national banking association, on behalf of the association.

1-31-2018

Notary Fublic

My Commission Expires:

JENNIFER A RICHARD

NOTARY PUBLIC - MINNESSION

MY COMMISSION

EXPIRES 01/31/2018

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 1631257124 Page: 4 of 4

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COMMITMENT FOR TITLE INSURANCE APPENDIX A

The following described Real Estate situated in the City of Chicago, in the State of Illinois, to wit:

Unit 3 and Carage Space G-3, a Limited Common Element, in the 3743 North Kenmore Condominiums, as delineated on a Survey of the following described real estate:

Lot 10 in Block 4 in Buckingham's Second addition to Lake View in the Northeast 1/4 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 recorded April 11, 2014 as Document Number 1410129043, as Amended for a time to time, together with its undivided percentage interest in the common elements, in Cook Courty, Illinois.

Unit ...

Othory

Clarks

Office Commonly Known As: 3743 North Kempure, Unit 3, Chicago, IL 60613

Parcel ID: 14-20-219-010-0000



File No.: 1L324762

0043CG ALTA Commitment (6/17/06) - Appendix A

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