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Doc# 1708049104 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/21/2017 10:48 AM PG: 1 OF 5

Mail to:

Proper Title, LLC
1530 E. Dundee Rd. Ste. 250
Palatine, IL 60074

PT16-33722

{Space Above This Line for Recording Data}

Account Number: XXXXXXXXXX3970XXXX

Reference Number:

SUBORDINATION AGREEMENT

Effective Date: 10/28/16

Borrower(s): Michelle Houston and Joshua M Houston

Senior Lender: Wintrust Mortgage

Subordinating Lender: TCF National Bank

Property Address: 841 N Lincoln Ave, Park Ridge, IL 60068

PIN #: 09-26-109-004-0000

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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.

Michelle Houston and Joshua M Houston (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 MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

See Attached

which document is dated June 13, 2014, filed of record on June 20, 2014, as Document Number 1417150033, with 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 \$394,107.45 (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 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 \$394,107.45 the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By  10/28/16
(Signature) Date

Shaun Sontag
(Printed Name)

Officer
(Title)

STATE OF MINNESOTA)

SS

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 28th day of October, 2016 by Shaun Sontag, Officer of TCF National Bank, a national banking association, on behalf of the association.



Notary Public

My Commission Expires: Jan 31, 2020

~~Recording Requested By/Return To:~~
TCF NATIONAL BANK
ATTN: MODIFICATION GROUP
1405 XENIUM LANE
MAIL CODE PSC-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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Legal Description

LOT 13 IN COLLINS COUNTRY CLUB ADDITION TO PARK RIDGE, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 IN SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 841 NORTH LINCOLN AVENUE, Park Ridge, Illinois 60068
Parcel ID(s): 09-26-109-004-0000

Property of Cook County Clerk's Office

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**AFFIDAVIT FOR CERTIFICATION of
DOCUMENT COPY
(55 ILCS 5/3-5013)**

STATE OF ILLINOIS }
 } ss.
COOK COUNTY }

I, (print name) Christine Geiger being duly sworn, state that I
have access to the copies of the attached document(s) (state type(s) of
document(s)) Subordination Agreement

as executed by (name(s) of party(ies)) Shaun Fortney, Michelle Houston and Joshua M. Houston

My relationship to the document is (ex. – Title Company, agent, attorney)
Proper Title, LLC
1530 E. Dundee Rd. Ste. 250
Palatine, IL 60074

I state under oath that the original of this document is lost, or not in possession of
the party needing to record the same. To the best of my knowledge the original
document was not intentionally destroyed or in any manner disposed of for the
purpose of introducing a copy thereof in place of the original.

Affiant has personal knowledge that the foregoing statements are true.

Christine M. Geiger
Signature

3/21/17
Date

Subscribed and sworn to before me
this 21st day of March, 2017.

[Signature]
Notary Public

