## **UNOFFICIAL COPY**

Doc#. 1805101011 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/20/2018 09:31 AM Pg: 1 of 4

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Account Number: XXXXXXXXXX4564XXXX

Reference Number:

SUBORDINA TON AGREEMENT

Effective Date: 04/29/2016

Borrower(s): Edward J. Bailey

Senior Lender: Lakeview Loan Servicing, Inc.

Subordinating Lender: TCF National Bank

Property Address: 843 W Adams St, Unit #205, Chicago, IL 60607

PIN #: 17-17-221-014-1005

2061748
Record and Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township, PA 15108

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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.

Edward J. Bailey (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 9<sup>th</sup>, 2009, filed of record on April 17<sup>th</sup>, 2009, as Document Number 0910740145 with the County Recorder, Cook County, Illinois in the amount of \$35,270.00; (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 \$175,800.00 (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 VC!D. Recorded 5-26-2016 DOC 1614 7-5021

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 \$175,800.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:	
TCF National Baրk	
By blomber	04/29/2016
(Signature)	Date
Deb Tanberg	
(Printed Name)	
Officer (Title)	
(Title)	

STATE OF MINNESOTA)

SS

**COUNTY OF HENNEPIN)** 

The foregoing instrument was acknowledged before me on this 29<sup>th</sup> day of April, 2016 by <u>Deb Tanberg</u>, <u>Officer of TCF National Bank</u>, a national banking association, on behalf of the association.

Notary Public

My Commission Expires:

CONSTANCE J KESS' ER S
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES 01/31/18

Recording Requested By/Return To:

Record and Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township, PA 15108

This Instructent Prepared by:
TCF NATION ALL BANK
ATTN: MODIFICATION GROUP
PATRICK VOTEL
1405 XENIUM LANE
PLYMOUTH, MN 55441

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Order ID: 20661748

Loan #

: 0064270598

#### **Exhibit A**

#### LEGAL DESCRIPTION

The following described property:

Parcel 1: Unit 205 in the Olympia Lofts Condominium as delineated on a survey of the following described real estate: Lots 1, 2 and 3 (except the West 9 feet thereof taken for alley) in Block 12 in Duncan's Adultion to Chicago, being a Subdivision of the East 1/2 of the Northeast 1/4 of Section 17, Township 39 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 as Document Number 08050503, together with its individed percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2: The exclusive yield to the use of P2-8, limited common element as delineated on the Survey attached to the Declaration Aforesald recorded as Document Number 08050503.

Assessor's Parcel No:

17-17-224-014-1005