## **UNOFFICIAL COPY**

Recording Requested By/Return To:

TCF NATIONAL BANK

1118-2376

ATTN: MODIFICATION GROUP

1405 XENIUM LANE

MAIL CODE PCC-2E-L PLYMOUTH, MN 55441

TEK TITLE LLC

217 N JEFFERSON ST # 601

CHICAGO, IL 60661

This Instrument Prepared by:

TCF NATIONAL BANK

ATTN: MODIFICATION GROUP

**DEB TANBERG** 

1405 XENIUM LANE PLYMOUTH, MN 55441

Doc# 1831949189 Fee \$68.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/15/2018 02:35 PM PG: 1 OF 4

{Space Above This Line for Recording Data}

Reference:

Account: XXXXXXXXX3926XXXX

SUBORDINATION AGREEMENT

Effective Date: 10/16/18

Owner(s):

DAVID J. KAUFMAN AND LYNN B. KAUFMAN

Senior Lender:

MUTUAL FEDERAL BANK

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): N/A

Property Address: 1155 N DEARBORN ST #901, CHICAGO, IL 60610

PID #: 17-04-407-016-1023

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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.

The Owners lists above 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 or DEED OF TRUST given by the Owner, covering that real property, more particularly described as follows:

See Attached

Which document is dated MAY 17<sup>TH</sup>, 2018, which was filed on MAY 24<sup>TH</sup>, 2018 in Book N/A Page N/A (or as No. 1814406030) with the Office of the Register of Deeds, County Recorder, or Registrar of Titles with the County of COOK, State of ILLINOIS in the amount of \$100,000.00; (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 DAVID J. KAUFMAN AND LYNN B. KAUFMAN by Subordinating Lender.

The Senior Lender has a greed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$453,000.00 (the "New Loan or Amended Loan") 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 the covenants herein contained, and for good and valuable consideration, the receipt of which is the covenants herein contained, and for good and valuable consideration, the receipt of which is the covenants herein contained, and for good and valuable consideration, the receipt of which is the covenants herein contained, and for good and valuable consideration, the receipt of which is the covenants herein contained, and for good and valuable consideration, the receipt of which is the covenants herein contained, and for good and valuable consideration, the receipt of which is the covenants herein contained.

#### A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinate 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 nonelection by 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, and the Trustee, if applicable, individually or through its authorized officer, have each set their hand and seal as of the Effective Date above unless otherwise indicated. If the New Loan or Amended Loan exceeds \$453,000.00 the Subordination Agreement is VOID.

/ 1 /	
SUBORDINATING LENDER: /	
TCF National Bank	
ву	10/16/18
(Signature)	Date
Jean Cocchiarelle	
(Printed Name)	
Officer Officer	
(Title)	
If applicable, signed and acknowledge lin the presence of:	
Witness	
O/	
Witness	
$O_{I}$	
FOR NOTARIZATION OF LENDER PERSONNEL	

A notary public or other officer completing this certificate verifies only ine identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MINNESOTA) ss.

COUNTY OF HENNEPIN)

The foregoing Subordination Agreement was acknowledged before me, Tracy Exherted Crash a notary public or other official qualified to administer oaths this 16<sup>TH</sup> day of OCTOBER, 2018, by Jean Corchiarella, as Officer of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant o authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

For California Only: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

\_(Notary Public)

My Commission Expires: Jan 31, 2020

M

TRACY RUTHERFORD GRABOWSKI Notary Public State of Minnesota My Commission Expires January 31, 2020

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### **EXHIBIT 'A'**

Order No.: 18ST01652PK

For APN/Parcel ID(s): 17-04-407-016-1023, 17-04-407-016-1077 and 17-04-407-016-1078

Units 901, P-224, and P-225, in the Dearborn-Elm Condominium as delineated on a survey of the following described real estate:

The South 1/2 of Lot 7 and all of Lots 8, 9 and 10 in Block 24 in Bushnell's Addition to Chicago in Section 4, Township 33 Worth, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Eyhibit "A" to the Declaration of Condominium recorded as document number 0021271326, and as amerided, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.