

# UNOFFICIAL COPY

Doc#. 2008707102 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/27/2020 01:01 PM Pg: 1 of 4

**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

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{Space Above This Line for Recording Data}

**Reference:**

Account: XXXXXXXXXXXX0571XXXX

## SUBORDINATION AGREEMENT

Effective Date: 03/02/2020

Owner(s): JACK HOUGH AND CYNTHIA SCHWARTZ

Senior Lender: STONEHAVEN MORTGAGE INCORPORATED

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): N/A

Property Address: 1002 N DUNTON AVE, ARLINGTON HEIGHTS, IL 60004

PID #: 03291260080000

MTB Recorded 3-20-20  
Doc # 2008038033

**FIDELITY NATIONAL TITLE**

DC19036141

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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 AUGUST 29<sup>TH</sup>, 2019, which was filed on SEPTEMBER 4<sup>TH</sup>, 2019 in Book N/A Page N/A (or as No. 1924755237) 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 \$114,100.00 ; (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 JACK HOUGH AND CYNTHIA SCHWARTZ 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 \$502,350.00 (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 hereby acknowledged, the parties agree as follows:

## 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 non-election 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 \$502,350.00 the Subordination Agreement is VOID.

**SUBORDINATING LENDER:**  
TCF National Bank

By \_\_\_\_\_  
(Signature)

03/02/2020  
Date

Nathan Appel  
(Printed Name)

Vice President  
(Title)

If applicable, signed and acknowledged in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

### FOR NOTARIZATION OF LENDER PERSONNEL

A notary public or other officer completing this certificate verifies only the 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, Jennifer L Tschida, a notary public or other official qualified to administer oaths this 2<sup>ND</sup> day of MARCH, 2020, by Nathan Appel, as Vice President of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to 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.

Jennifer L Tschida (Notary Public)

My Commission Expires: 11/31/2023



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**EXHIBIT "A"**  
**Legal Description**

File No.: 2019-00668-PT

LOT 4 IN J. MAUER'S ADDITION TO ARLINGTON HEIGHTS, BEING A SUBDIVISION OF THE NORTH 50 FEET OF THE WEST 1/4 OF LOT 7 AND THE EAST 3/4 OF LOT 7 IN THE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 1399856 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED AS DOCUMENT NUMBER 1410721, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1002 N Dunton Ave, Arlington Heights, IL 60004

PERMANENT INDEX NO.: 03-29-126-008-0000

Property of Cook County Clerk's Office