UNOFFICIAL COPY



Doc#. 2029846240 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 10/26/2020 11:34 AM Pg: 1 of 5

Edward M. Moody
Cook County Recorder
118 N Clark St #120
Chicago, IL 60602
312-603-5050

Recording Cover Page

This page added for the purposes of affixing Recording Information

Deed: Other: Subordic UCC: Plat:	nation 1	Agreemer	it	
Plat:		9		
			745	
arks:				17/C
.7899				

2029846240 Page: 2 of 5

UNOFFICIAL COPY

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

{Spac : Above This Line for Recording Data}

Reference:

Owner(s):

Effective Date: 07/08/2020

SUBORDINA...

07/08/2020

FRANKLIN M. MILLER AND KIMBERLY A. MELLER

**REFERRED RATE

**1 Bank

Senior Lender: PREFERRED RATE

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): N/A

Property Address: 425 W KERRY COURT, PALATINE, IL 60067

PID #: 02-27-110-001-0000

SUBORDINATION ONLY

10-28-2016

Doc # 670 - Page 1 of 3

UNOFFICIAL COPY

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 DECEMBER 23RD, 2019, which was filed on JANUARY 2ND, 2020 in Book N/A Page N/A (or as No 2000206026) 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 \$58,500.00; (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 FRANKLIN N. N.J.LER AND KIMBERLY A. MILLER by Subordinating Lender.

The Senior Lender has lighted to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$484,546.85 (the "New Joan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien mortgage on the "Toperty (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 ne reby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subording at 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 espective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under my 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.

SUBORDINATION ONLY 10-28-2016 Doc # 670 - Page 2 of 3

UNOFFICIAL COPY

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 \$484,546.85 the Subordination Agreement is VOID.

SUBORDINATING LENDER:	
TCF National Bank	
By (Signature)	07/08/2020 Date
Grady Ollhoff (Printed Name)	
Assistant Vice President (Title)	
If applicable, signed and acknowledge? in the presence of:	
Witness Witness FOR NOTARIZATION OF LENDER PERSONNEL	
Witness FOR NOTARIZATION OF LENDER PERSONNEL	
A notary public or other officer completing this certificate verifies only the idedocument to which this certificate is attached, and not the truthfulness, accurate	
STATE OF MINNESOTA)) ss.	Opp.
COUNTY OF HENNEPIN)	3
The foregoing Subordination Agreement was acknowledged before me, Natha official qualified to administer oaths this 8 TH day of JULY, 2020, by Grady Ol the Subordinating Lender named above, on behalf of said Subordinating Lender Board of Directors. S/he is personally known to me or has produced satisfactors.	ilhoff, as Assistant Vice President of er pursuant to authority g an ed by its
For California Only: I certify under PENALTY OF PERJURY under the law foregoing paragraph is frue and correct. WITNESS my hand and official seal.	s of the State of California that the
(Notary Public)	NATHAN E. APPEL NOTARY PUBLIC MINNESOTA My Commission Expires Jan 31, 2025
My Commission Expires: January 31, 2025	The second secon

2029846240 Page: 5 of 5

UNOFFICIAL COPY

Loan # : 187651

Exhibit A

LEGAL DESCRIPTION

THE FOLLOW' G DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 34 IN PLUM GROVE HILLS UNIT 4, BEING A RESUBDIVISION OF PART OF LOT 30 AND ALL OF LOT 29 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO PLUM GROVE FARMS, IN SECTION 27, TOWNSHIP 42 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

Assessor's Parcel No: 02-27-110-001-0000