# **UNOFFICIAL COPY**

Doc#. 2123049142 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 08/18/2021 12:01 PM Pg: 1 of 5

| RECORDING COVER PAGE |                                   |  |
|----------------------|-----------------------------------|--|
| □ DEED               | □ POWER OF ATTORNEY               |  |
| □ RELEASE            | □ RE-RECORD TO CORRECT LEGAL      |  |
| □ MORTGAGE           | ☐ RE-RECORD RELEASED  IN ERROR    |  |
| ☐ ASSIGNMENT OF RENT | □ RE-RE CORD TO<br>CORRECT PIN    |  |
| □ MODIFICATION       | ☐ RE-RECORD IN<br>CORRECT COUNTY  |  |
|                      | ☐ RE-RECORD TO<br>CORRECT ADDRESS |  |

2/2 CT 21003230NA SILBERMAN

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Recording Requested By/Return To: TOF NATIONAL BANK ATTN: MODIFICATION GROUP 1405 XENIUM LANE MAIL CODE PCC-2E-L PLYMOUTH, MN 55441

Open or

This Instrument Prepared by: TOF NATIONAL BANK ATTN: MODIFICATION GROUP DEB TANBERG 1405 XENIUM LANE PLYMOUTH, MN 55441

{Space Above This Line for Recording Data}

Reference:

Account: XXXXXX1228

SUBORDINATION AGREEMENT

Effective Date: 04/02/2021

Owner(s):

PETER SILBERMAN AND ANN SILBERMAN

Senior Lender: CHICAGO FINANCIAL SERVICES, INC.

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): N/A

Property Address: 196 COACH RD, NORTHFIELD, IL 60093

PID #: 04243090310000

SUBORDINATION ONLY

10-28-2016

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## **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 APRIL 29<sup>TH</sup>, 2020, which was filed on MAY 21<sup>ST</sup>, 2020 in Book N/A Page N/A (or as No. 2014203173) with the Office of the Register of Deeds, County Recorder, or Registrar of Titles with the County of CODK. State of ILLINOIS in the amount of \$65,000.00; (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 PETEL SLBERMAN AND ANN SILBERMAN by Subordinating Lender.

The Senior L inder has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$659,055.95 (the "New Loan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien morter go 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 the under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, van er, 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 \$659,053.96 the Subordination Agreement is VOID.

| SUBORDINATING LENDER: //                                   |                   |
|--|-------------------|
| TCF National Bank  |                   |
| 101 Wallohai Balik   |                   |
| ~ A A  |                   |
| Ву   | <u>04/02/2021</u> |
| (Signature)  | Date              |
|  |                   |
| Nathan Aprel   |                   |
| (Printed Pyarre)   |                   |
|  |                   |
| Senior Vice President                                      |                   |
| (Title)  |                   |
| (Tille)  |                   |
| o  |                   |
| f applicable, signed and act nowledged in the presence of: |                   |
|  |                   |
|  |                   |
| Witness  |                   |
| OZ   |                   |
| $\mathcal{T}_{\bullet}$                                    |                   |
|  |                   |
| Witness  |                   |
| T MISOS  |                   |
| COB NOTABIZATION OF LEMBER RESOURCE                        |                   |
| 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, Blair A. Zafft, a notury public or other official qualified to administer oaths this 2<sup>ND</sup> day of APRIL, 2021, by Nathan Appel, as Senior 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.

(Notary Public)

January 31, 2025

BLAIR A ZAFFT
NOTARY PUBLIC
MININES/DTA
Lly Commission Explins JAN 31, 2025

My Commission Expires:

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# **UNOFFICIAL COPY**

#### **LEGAL DESCRIPTION**

Order No.: 21003230NA

For APN/Parcel ID(s): 04-24-309-031-0000

ASA DEAST OF COOK COUNTY CLORES OFFICE THE EAST 300 FEET OF THE NORTH 153 FEET OF THE SOUTH 1016.40 FEET OF LOTS 24 AND 26 (TAKEN AS A TRACT) IN COUNTY CLERK'S DIVISION OF SECTION 24, TOWNSHIP 42 NORTH,

RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.