

# UNOFFICIAL COPY



Doc#: 0931412116 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/10/2009 10:58 AM Pg: 1 of 4

Property of Cook County Clerk's Office

## Recording Cover Page

This page added for the purpose of affixing Recording Information.

File Number: 129667 1st

Deed

Mortgage

Other SUBORDINATION

Lender Name: CHASE

Remarks:

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Citywide Title Corporation  
850 West Jackson Boulevard  
Suite 320  
Chicago, IL 60607

104

**UNOFFICIAL COPY****MULTISTATE SUBORDINATION**

and if applicable

**129667 2012 MODIFICATION AGREEMENT**

(With Optional Deed of Appointment of Substitute Trustee, if necessary)

Visit number: N/A

Effective Date: 9/14/2009

Borrower(s): Craig Noble and Krista McLeod

New Lender: JP Morgan Chase Bank, N.A.

Subordinating Lender: Wachovia Mortgage, FSB

Trustee (if Applicable): n/a

Property Address: 2155 North Oakley Avenue  
Chicago IL 60647

**THIS AGREEMENT** (this "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, the Trustee (if any, including any substitute trustee appointed pursuant to Section C. of this Agreement) and the New Lender name above.

1. One or more of the person(s) name above as a Borrower(s) own(s) the real property located at the above Property Address (the "Property").
2. The Subordinating Lender and the Trustee (if any) have an interest in the Property by virtue of a mortgage, deed of trust or security deed (the "Existing Security Instrument") given by Borrower(s), which is dated the 5 day of August, 2008 and was filed as Instrument No.0822401106, in Deed Book n/a, at page(s) n/a, in the amount of \$200,000.00, et seq. of the public records of Cook County, Illinois. The Existing Security Instrument secures repayment of a loan or line of credit (the "Existing Debt") extended to Borrower by Subordinating Lender.
3. The New Lender has agreed to (make new loan/amend existing loan) in the original principal amount of \$417,000.00 (the "New Loan"/"Amended Loan") to the Borrower, provided that the (New Loan/Amended Loan) is secured by a first lien mortgage, deed of trust or security deed on the Property (the "New Security Instrument") in favor of the New Lender.
4. The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument.

**NORTH CAROLINA LOANS ONLY (if applicable):**

5. The New Loan will have a maximum principal amount of \$n/a (not including advances which the New Lender may make on Borrower's behalf to protect the property or the lien of the New Security Instrument) and a maximum rate of n/a% per annum.

**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 hereto agree as follows:

**A. AGREEMENT TO SUBORDINATE**

1. **Subordination.** Lender and Trustee (if any) hereby subordinate to the lien of the New Security Instrument the lien of the Existing Security Instrument, including all modifications, extensions and renewals 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.

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## E. SIGNATURES AND ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the Subordinating Lender, through its authorized officer and, if applicable (I) the Trustee (if any), individually or through its authorized officer or other representative, and (ii) if applicable, the Borrower(s), have each set their hand and seal as of the Effective Date above.

ATTEST:

Lisa Sowers  
Name/Title  
**Lisa Sowers**  
(Corporate Seal) **Assistant Secretary**

SUBORDINATING LENDER:

Wachovia Mortgage, FSB

By: [Signature]  
Name/Title **Christopher L. Wheeler**  
**Asst. Vice President**

TRUSTEE: (if applicable)

ATTEST:

\_\_\_\_\_  
Name/Title  
(Corporate Seal)

SUBORDINATING LENDER:

n/a

By: \_\_\_\_\_  
Name/Title

BORROWER(s):

Alvina C. Arnold  
Witness Signature

[Signature]  
Witness Signature

Alvina C. Arnold  
Witness Signature

[Signature]  
Witness Signature

[Signature]

[Signature]

(ACKNOWLEDGEMENT PAGE FOLLOWS)

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## EXHIBIT A

Lot 5 in Block 10 in Holstein Subdivision of the West ½ of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-31-120-038

ADDRESS: 2155 N OAKLEY AVE, CHICAGO, IL 60647

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