UNOFFICIAL COPY

Prepared By:
Signature bank
100 Second Ave. North
St. Petersburg, FL 33701

Recording Requested by: LSI When Recorded Mail to:

Attn: Custom Recording Solutions

2550 N. Red Hill Ave. Santa Ana, CA 92705 800-756-3524 ext. 5011 APN#: 10-32-120-013-0000

CRS#: 7966668



Doc#: 1006904048 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 03/10/2010 09:50 AM Pg: 1 of 6

SUBORDINATION AGREEMENT

S / S

1006904048 Page: 2 of 6

UNOFFICIAL COPY

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

SUBORDINATION AGREEMENT

New Loan #: 0059059972 14-7966668

This Subordination Agreement is dated for reference 01/08/2010 and is between

SIGNATURE BANK whose

6400 NW HIGHWAY, CHICAGO, IL 60631 principal address is 100 SECOND AVE NORTH, ST PETERSBURG, FL 33701

(called "Junior Lender") and

New Senior Lender's

Name:

WELLS FARGO BANK N.A.

Senior Lender's

Address:

3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD. BLDG: 1A2,

MAC: D1108-02F, CHARLOTTE, NC 28262

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument: 10/1/2008

Borrower(s) Name(s) ("Borrowers"): Jesus Macias and Mary Beth Schulien

6883 N TONTY AVENUE, CHICAGO, IL 60646 **Property Address:**

Legal Description of real property secured by Security Instrument ("Property"):

See Exhibit A (Attached)

Recording Date: 10/14/2008

County: COOK

Amount: \$50,000.00

Recording Number: 0828805004

Book:

Page:

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior

Lender in the orginal principal sum of \$281,950.00

Date: February 26,2010

(the "New Senior Security Instrument").

Please record concurrently

1006904048 Page: 3 of 6

UNOFFICIAL COPY

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is locate 1. or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortugues.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is lucated.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Ser ior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

1006904048 Page: 4 of 6

UNOFFICIAL COPY

JUNIOR LENDER:

SIGNATURE BANK

BY:

Toya TO wear

NAME:

Bryan D. Duncan

TITLE:

COOK COUNTY

RECORDER OF DEEDS

SCANNED BY

OFFICE

1006904048 Page: 5 of 6

UNOFFICIAL COPY

STATE OF TIMES	
COUNTY OF COOK	
on <u>Tanuary</u> 14th, 2010 before	
Me, Angelica Fabian	
Personally Appeared Bryan D Duncan	
	_

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ ς . e: ubscribed to the within instrument and acknowledge to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(ϵ), ϵ in the entity upon behalf of which the person(ϵ) acted, executed the instrument.

WITNESS my hand and offical scale

Signature of Notary Public

ANGELICA CABIAN

OFFICIAL SEAL
ANGELICA FABIAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-24-2012

1006904048 Page: 6 of 6

UNOFFICIAL COPY

Order ID: 7966668

Loan No.: 0118983014

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 124 in Elmore's Wildwood, being a subdivision of that part of the Northerly 80 acres of the Northeasterly 1/2 of Caldwall's Reservation, being a tract of land in Township 40 and Township 41, ess. cipal Mr. id Company sis Range 13, East of the Third Principal Meridian, which lies Westerly of the right of way of Chicago, Milwaukee and St. Paul Railroad Company as per plat thereof recorded June 26, 1924, as Document 8486322 in Cook County, Illinois

Assessor's Parcel Number: