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Prepared By:
Nelson Sarmiento
Cook County Bureau
69 W. Washington St., 29th Floor
Chicago, IL 60602

Doc#: 1010313064 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2010 02:58 PM Pg: 1 of 6

Recording Requested by: LSI
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APN#: 16-17-118-010-0000
CRS#: 7528550

SUBORDINATION AGREEMENT

Property of Cook County Clerk's Office

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Project 0604400025

SUBORDINATION AGREEMENT

IL 7528550 002419924011 193
 This Subordination Agreement (the "Agreement") is made and entered into this ____ day of _____, 2010 by and between Wells Fargo Bank (the "Lender") and the County of Cook, a body politic and corporate of the State of Illinois (the "County") as follows:

1. The County is the present legal holder and owner of a certain mortgage dated May 11, 2000 and recorded on May 16, 2000 by the Village of Oak Park, as Document Number 00351348; amended on February 12, 2001 and recorded on March 19, 2001 as Document Number 0010214988; and assigned to Cook County on May 7, 2001, recorded on April 26, 2002 as Document Number 0020481354 from David L. Zeidner and Eva M. Zeidner as Mortgagors, to the County, and concerning real property in Cook County, Illinois commonly known as 722 Highland Avenue, Oak Park, Illinois 60304 and which is legally described on Exhibit A, which is attached hereto and made a part hereof, which mortgage secures the payment of a note in the principal sum of Twenty Four Thousand, Three Hundred, Sixty Seven and 00/100 U.S. Dollars (\$24,367.00), executed by David L. Zeidner and Eva M. Zeidner as Mortgagors and made payable to the County, as assigned on May 7, 2001.

2. a. That the County, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, hereby agrees to waive the priority of the lien of the mortgage described in paragraph 1. of this Agreement but only insofar as the following described mortgage is concerned but not otherwise:

That certain mortgage dated the 31 day of MARCH, 2010 and recorded as Document Number _____ in the Cook County Recorder's Office on the ____ day of _____, 2010, from the Borrower, as Mortgagor, to the Lender, as Mortgagee, which said mortgage secures the payment of a note in the amount of Eighty Three Thousand, Seven Hundred, Ninety and 00/100 dollars (\$83,790.00) dated the 31 day of MARCH, 2010 the "Lender's debt").

**not to exceed Please record concurrently with Mortgage*
 b. That the Lender's debt shall be defined to include not only the principal sum of Eighty Three Thousand, Seven Hundred, Ninety and 00/100 dollars (\$83,790.00) but also any and all interest, late charges, attorney's fees, advances for real estate taxes or insurance made pursuant to the terms of the said mortgage necessary to preserve the Lender's lien. The terms of the note and mortgage are incorporated herein by reference as if fully set out herein.

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3. The County warrants to the Lender as follows:
 - a. That the execution of the note and mortgage to Lender shall not constitute a default of the Borrower's obligation to the County.
 - b. That in the event of a default under the subordinated debt, the County agrees to notify the Lender of such default and any actions of the Borrower which may be required to cure the same.
4. That the County hereby consents that the lien of the mortgage described in paragraph 1. of this Agreement shall be taken as junior and inferior to the lien of the mortgage described in paragraph 2. this Agreement.
5. That both the Lender and the County agree that nothing in this paragraph shall be construed to affect or limit the rights of the County under its mortgage or any of the other County documents related to said mortgage.
6. That the Lender, in the event of default by the Borrower on the Lender's debt, warrants that it will notify the County of the default and any actions of the Borrower which may be required to cure the same.
7. That this Agreement constitutes a continuing subordination until the Lender's debt and any renewal, extension, or other liabilities arising out of said debt or any part thereof is repaid in full. This Agreement is cumulative of all other rights and securities of both the Lender and the County and no waiver by the Lender or the County of any right hereunder with respect to a particular payment shall affect or impair its rights in any other documents or matters occurring at any time.
8. That this Agreement shall be governed by the laws of the State of Illinois.
9. That this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto, but the Lender and the County agree that neither shall assign their respective claims or any part thereof, without making the rights and interests of the assignee subject in all respects to the terms of this Agreement.

(Remainder of Page Intentionally Left Blank)

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Dated this _____ day of _____, 2010.

COUNTY OF COOK, ILLINOIS

BY:

Maurice S. Jones
Maurice S. Jones, Bureau Chief
Bureau of Community Development

ATTEST:

David Orr
County Clerk

(SEAL)

LENDER

BY:

Busty Kankson

ITS:

VP of Loan Documentation

ATTEST:

Richard Holton

(SEAL)

ITS:

Witness

~~Return to:~~ Nelson Sarmiento, Cook County Bureau of Community Development, 69 W. Washington Street, 29th Floor, Chicago, Illinois, 60602, Telephone (312) 603-1000

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NOTARY ACKNOWLEDGEMENT FORM

STATE OF: North Carolina

COUNTY OF: Mecklenburg

On 3/4/10 before me Marcia Y Burton
(Name, Title of Officer)

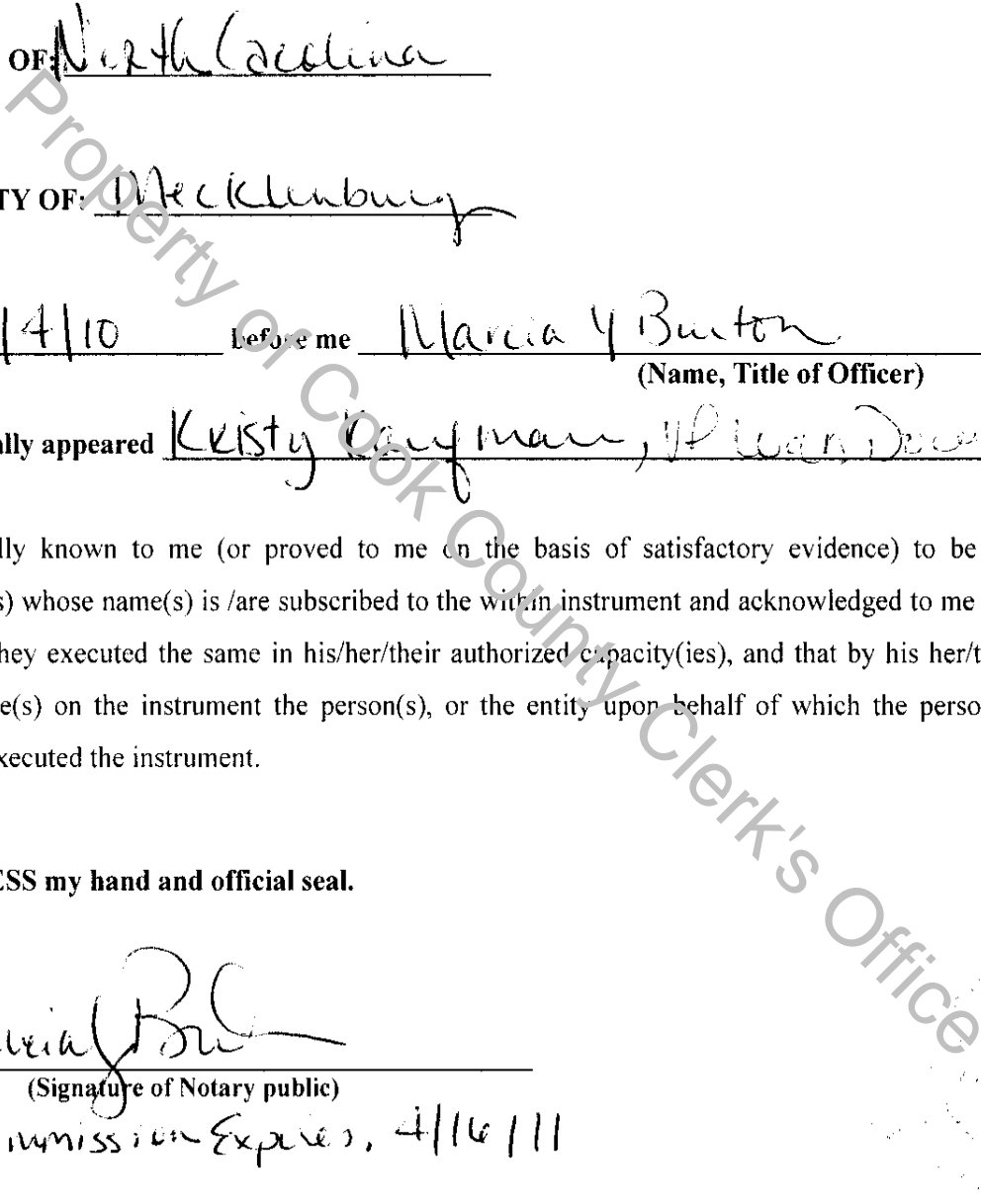
personally appeared Kristy Gayman, VP Loan Documents, State

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marcia Y Burton
(Signature of Notary public)

My Commission Expires, 4/16/11



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Order ID: 7528550
Loan No.: 0120974795

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 37 and Lot 38 (except the North 12-1/2 feet thereof) in Block 2 in William P. Olson and Company's Subdivision of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

APN 16-17-118-010-0000 and 16-17-1

Assessor's Parcel Number: 16-17-118-010-0000

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