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J.P.Morgan

Doc#: 1115211094 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 06/01/2011 11:13 AM Pg: 1 of 3

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made in the City of Columbus, State of Ohio, as of the 4TH day of MAY, 2011, by JPMorgan Chase Bank, NA, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and having its principal office in the City of Columbus, County of Franklin, and State of Ohio ("Bank").

WITNESSETH

WHEREAS, the Bank is the owner of a mortgage ("Mortgage") dated APRIL 4, 2006, recorded MAY 10, 2006 in
the Office of the Recorder of COOK County, ILLINOIS, as DOCUMENT NUMBER 0613010051 and made by
GERALDINE N. GAYLE AS TRUSTEE OF THE GERALDINE N. GAYLE SELF DECLARATION OF TRUST
DATED APRIL 9, 2004 (collectively "Grantor"), to secure an indebtedness of \$ 239,000.00 and a mortgage
modification ("Mortgage Modification") dated AUGUST 15, 2006, recorded OCTOBER 17, 2006 in the Office of
the Recorder of COOK County, ILLNOW, as DOCUMENT NUMBER 0613010051 and made by GERALDINE N
GAYLE AS TRUSTEE OF THE GERALDING N. GAYLE SELF DECLARATION OF TRUST DATED APRIL 9
2004 (collectively "Grantor"), to secure an indebtedness of \$ 309,000.00. The above mortgage is amended, dated
recorded in the Office of the Recorder of COOK County
ILLINOIS, as DOCUMENT NUMBER 11521, 093 and made by GERALDINE N. GAYLE AS
TRUSTEE OF THE GERALDINE N. GAYLE SELF DECLARATION OF TRUST DATED APRIL 9, 2004
(collectively "Grantor"), to secure an indebtedness of \$ 717, 900. 2 , and
, and

WHEREAS, Grantor is the owner of that certain parcel of real estate commonly known as 1747 DEWES STREET, GLENVIEW, IL 60025 and more specifically described as follows:

SEE ATTACHED RIDER

PIN# 04-35-307-047-0000; and

WHEREAS, CITIMORTGAGE, INC., its successors &/or assigns ("Mortgagee") has refused to make a loan to RICHARD L. GAYLE AND GERALDINE N. GAYLE ("Collectively Borrower") of \$217,000.00 except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee to make the loan to Borrower, it is hereby mutually agreed, as follows:

- I. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated May 17, 201 reflecting and securing the loan made by Mortgagee to Borrower, in the amount of \$217,000.00 plus interest as charged according to the terms of the Mortgage note, and to all renewals, extensions or replacements of said mortgage; and
- II. That this Agreement shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns.

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IN WITNESS WHEREOF, this Subordination Agreement has been executed by the Bank on the date first above written.

JPMORGAN CHASE BANK, NA

By:

Officer

STATE OF OPIC

COUNTY OF FRANKLIN

Before me, a Notary Public in and for said County and State personally appeared, PATRICIA A. ROWE, an Officer of JPMORGAN CHASE BANK, NA, who as such officer acknowledged the execution of the foregoing instrument for and on behalf of said banking, association.

WITNESS my hand and notarial sear this.

day of

Notary Public

Printed Name

My Commission expires:

My County of Residence: Delauare

DEBORAH KING Notary Public, State of Ohio

Commission Expires Dec. 23, 2012

THIS INSTRUMENT PREPARED BY:

AFTER RECORDING RETURN TO:

JPMORGAN CHASE BANK, NA 1111 Polaris Parkway OH1-1019 Columbus, OH 43240

JPMORGAN CHASE BANK, 248 LOAN SERVICING KY1-4380, P.O. BOX 32096 LOUISVILLE, KY 40232-2096 Account # 00603000114995

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PARCEL 1: (UNIT 1) THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO NILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCIAS AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES C4. SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.58 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.68 FEET FOR THE POINT OF DEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.36 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.98 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 51.96 FEET TO THE SOUTH LINE OF LOTS 29 THROUGH 31, AS AFORESAID; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 44.34 FEET: THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 51.42 FEET 70 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT OVER AND UPON THE COMMON AREA AS DEFINED, DESCRIBED AND DECLARED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOKWOOD COURTE RECORDED APRIL 22, 1998 AS DOCUMENT NUMBER 98323186.