

UNOFFICIAL COPY

**CITYWIDE
TITLE CORPORATION**
380 W. JACKSON BLVD., SUITE 320
CHICAGO, IL 60607



715

172822 n/n
RECORDING REQUESTED BY
JP MORGAN CHASE BANK NA

Doc#: 1205233143 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/21/2012 02:19 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
THIRD FEDERAL SAVINGS & LOAN
7007 BROADWAY AVENUE
CLEVELAND, OHIO 44105

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 08-11-110-046-0000

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 21ST day of DECEMBER 2011 by ANDREW R. LOEFFLER and LISA M. LOEFFLER, owner of the land hereinafter described and hereinafter referred to as "Owner", and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, present owner and holder of the Mortgage Deed and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, ANDREW R. LOEFFLER and LISA M. LOEFFLER did execute a Mortgage Deed, dated 12/18/2008, to THIRD FEDERAL SAVINGS & LOAN covering:

1008 WEST PENDLETON PLACE
MOUNT PROSPECT, IL 60056
PPN: 08-11-110-046-0000

to secure a Note in the sum of \$83,100.00, dated 12/18/2008, in favor of THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, which Mortgage Deed was recorded as Document 0900903014, Official Records of said county, and which Note was modified on 02/10/2009 to \$78,300.00, and further modified to \$65,000.00 on 12/14/2011.

WHEREAS, Owner has executed, or is about to execute, a Mortgage Deed and Note in the sum not to exceed \$ 262,075.00 in favor of JP MORGAN CHASE BANK NA, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Mortgage Deed is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage Deed last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage Deed first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Mortgage Deed securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage Deed first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage Deed first above mentioned to the lien or charge of the Mortgage Deed in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage Deed securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage Deed first above mentioned.

S N
P 5
S N
SC V
INT AB

UNOFFICIAL COPY

(continuation of Subordination Agreement between **ANDREW R. LOEFFLER, LISA M. LOEFFLER** and **THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND**)

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:


- (1) That said Mortgage Deed securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage Deed first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage Deed first above mentioned to the lien or charge of the Mortgage Deed in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage Deed first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Mortgage Deed in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Mortgage Deed first above mentioned in favor of the lien or charge upon said land of the Mortgage Deed in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Mortgage Deed first above mentioned that said Mortgage Deed has by this instrument been subordinated to the lien or charge of the Mortgage Deed in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.


BENEFICIARY:




RICHARD D. SHELPLE
 ASSISTANT VICE PRESIDENT

THIRD FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEVELAND

OWNER:

X 

ANDREW R. LOEFFLER
 X 

LISA M. LOEFFLER

IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE

UNOFFICIAL COPY

(continuation of Subordination Agreement between **ANDREW R. LOEFFLER, LISA M. LOEFFLER** and **THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND**)

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:


- (1) That said Mortgage Deed securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage Deed first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage Deed first above mentioned to the lien or charge of the Mortgage Deed in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage Deed first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Mortgage Deed in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Mortgage Deed first above mentioned in favor of the lien or charge upon said land of the Mortgage Deed in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Mortgage Deed first above mentioned that said Mortgage Deed has by this instrument been subordinated to the lien or charge of the Mortgage Deed in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BENEFICIARY:



RICHARD D. SHELPLE
ASSISTANT VICE PRESIDENT

THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND

OWNER:

ANDREW R. LOEFFLER

LISA M. LOEFFLER

IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE

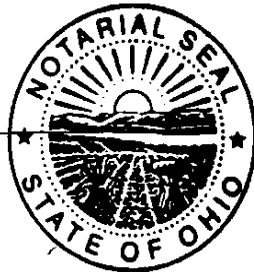
UNOFFICIAL COPY

PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
(continuation of Subordination Agreement between **ANDREW R. LOEFFLER, LISA M. LOEFFLER** and **THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND**)

STATE OF OHIO AND COUNTY OF CUYAHOGA: } ss

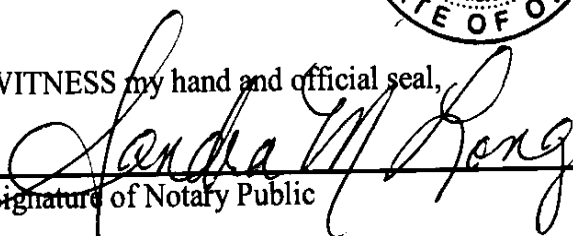
On this 21ST day of DECEMBER in the year, 2011, before me the undersigned personally appeared the above named Third Federal Savings and Loan Association of Cleveland by and through RICHARD D. SEMPLER its ASSISTANT VICE PRESIDENT, personally known to me or proved to me on the bases of satisfactory evidence to be the individual(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 capacity(ies) that by his/her/their signatures(s) on the instrument, the individual(s) or the person up on behalf of which the individual(s) acted, executed the instrument.

My commission expires: _____



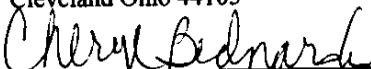
SANDRA M. LONG
Notary Public, STATE OF OHIO
My Commission Expires
APRIL 1, 2012

WITNESS my hand and official seal,



Signature of Notary Public

This document was prepared by:
Third Federal Savings and Loan Association of Cleveland
7007 Broadway Avenue
Cleveland Ohio 44105



Signature of Preparer

Cheryl Bednarski

Print Name of Preparer

UNOFFICIAL COPY

File No.: 172822

EXHIBIT A

LOT 11 (EXCEPT THE NORTH 25 FEET THEREOF) AND LOT 12 (EXCEPT THE NORTH 25 FEET THEREOF) IN ALFINI'S SECOND ADDITION TO MOUNT PROSPECT, BEING A SUBDIVISION OF PART OF THE SOUTH 990 FEET OF THE EAST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 20, 1955 AS DOCUMENT NUMBER 1571480, IN COOK COUNTY, ILLINOIS.

PIN: 08-11-110-046-0000

ADDRESS: 1008 W PENDLETON PL MT PROSPECT IL 60056

Property of Cook County Clerk's Office

5