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GIT (2-21)

Doc#: 1205347069 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2012 03:31 PM Pg: 1 of 4

Record and Return to:
Ameriprise Bank, FSB
8200 Nations Way
Jacksonville, FL 32256
File #6901559889
Min #100475269015598894
MERS Phone #1-888-679-6377

4409353(2/2)

SUBORDINATION AGREEMENT (MORTGAGE)

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. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

THIS AGREEMENT is made on this 8th day of February, 2012, between Howard Kanter and Sharon Kanter, husband and wife as tenants by the entirety, who is/are the owner(s) of the land hereinafter described (the Borrower(s)), and Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Ameriprise Bank, FSB, (the "Mortgagee").

WHEREAS, Borrower(s) executed a Mortgage (the "Subordinated Mortgage"), dated June 28, 2010, for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Ameriprise Bank, FSB (Mortgagee), and which encumbers the following described real property:

3038 Wilmette Avenue, Wilmette, IL 60091;
As more particularly described in Exhibit "A" attached hereto;

(the "Property"), to secure a Home Equity Line of Credit Agreement in the sum of \$81,900.00 dated June 28, 2010, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Ameriprise Bank, FSB, as Mortgagee (the "Subordinated Note"), which Subordinated Mortgage was recorded July 16, 2010 as Document #1019755113 in Official Records of Cook County, State of IL.

WHEREAS, Guaranteed Rate, Inc., its successors and/or assigns (the "New Lender"), desires to loan a sum not to exceed Two Hundred Twenty Two Thousand Four Hundred and NO/100---- Dollars (\$222,400.00) (the "New Loan") on note of Borrower (the "New Note"), secured by a mortgage on and covering the Property (the "New Mortgage") dated 2-10-2012 and recorded concurrently with this Subordination Agreement in the Official Records of Cook County, State of IL.

WHEREAS, to induce New Lender to make the New Loan, it is necessary that the Subordinated Mortgage be subordinated to the lien of the New Mortgage.

WHEREAS, it is to the mutual benefit of the parties that New Lender make the New Loan to Borrower, and Mortgagee is willing to agree that the New Mortgage will constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Subordinated Mortgage.

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

SECTION ONE: SUBORDINATION

Mortgagee hereby covenants, consents, and agrees that the Subordinated Mortgage is and shall continue to be subject and subordinate in lien to the lien of the New Mortgage and any renewals or extension thereof. Mortgagee also covenants and agrees to place an endorsement upon the

Handwritten signature/initials

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Subordinated Note stating that the Subordinated Mortgage has been subordinated to the lien of the New Mortgage.

SECTION TWO: APPROVAL OF LOAN TERMS

Mortgagee declares, agrees and acknowledges that it consents to and approves of (i) all provisions of the New Note and the New Mortgage; and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and New Lender for the disbursement of the proceeds of the New Loan.

SECTION THREE: BINDING EFFECT

This Agreement shall be binding on Mortgagee and its successors and assigns, including each and every subsequent owner and holder of the Subordinated Note, and the terms of this Agreement shall inure to the benefit of New Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Note, or any renewal extension, or rearrangement thereof.

SECTION FOUR: ENTIRE AGREEMENT

This Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Subordinated Mortgage to the lien of the New Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the New Mortgage and the Subordinated Mortgage, any prior agreements as to such subordination, including, but not limited to, those provisions, if any contained in the Subordinated Mortgage, which provide for the subordination of the lien thereof to another deed or deeds of trust or to another mortgage or mortgages.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written,

Mortgage Electronic Registration Systems, Inc.

By: Pat Mitchell
Pat Mitchell, Assistant Secretary

AMERIPRISE BANK, FSB

By: Ruth Owen
Ruth Owen, Sr. Vice President

Borrowers:

Howard Kanter
Howard Kanter

Sharon Kanter
Sharon Kanter

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State of Florida

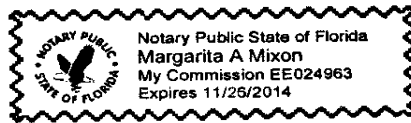
County of Duval

The foregoing instrument was acknowledged before me this 8th day of February, 2012, by Pat Mitchell, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of said corporation. She is personally known to me or has produced _____ as identification

Margarita A. Nixon

Notary Public, State of Florida at Large

My commission expires:



State of Florida

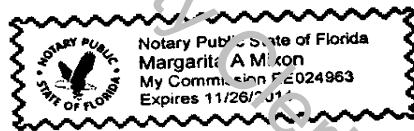
County of Duval

The foregoing instrument was acknowledged before me this 8th day of February, 2012, by Ruth Owen, Sr. Vice President of Ameriprise Bank, FSB, on behalf of said corporation. She is personally known to me or has produced _____ as identification.

Margarita A. Nixon

Notary Public, State of Florida at Large

My Commission Expires:



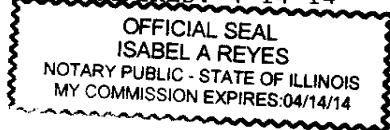
STATE OF IL

COUNTY OF COOK

I, ISABEL A. REYES, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT HOWARD KANTER AND SHARON KANTER PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE PURPOSES AND THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 10TH DAY OF FEBRUARY, 2012.

MY COMMISSION EXPIRES: 4-14-14



Isabel Reyes
NOTARY PUBLIC

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ORDER NO.: 1301 - 004409353
ESCROW NO.: 1301 - 004409353

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STREET ADDRESS: 3038 WILMETTE AVE.
CITY: WILMETTE **ZIP CODE:** 60091
TAX NUMBER: 05-32-114-034-0000

COUNTY: COOK

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

LOTS 21 AND 22 IN BLOCK 4 IN THE SKOKIE BOULEVARD ADDITION TO WILMETTE BEING A SUBDIVISION OF LOTS 1, 2 AND 3 OF ROMER'S SUBDIVISION OF LOTS 38, 39 AND 40 OF THE COUNTY CLERK'S DIVISION IN SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.