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Doc#: 1205413037 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/23/2012 01:37 PM Pg: 1 of 4

When Recorded Return to: Prepared by:
First Tennessee Bank National Association, Grantor
P.O. Box 132
Memphis, TN 38101

CATHY Duggan

SUBORDINATION AGREEMENT

RECITALS:

WHEREAS, Vidas Nemickas and Vicky Nemickas, as tenants by the entirety (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

1815 N Normandy Avenue
Chicago, IL 60707

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$386,000.00 from Fifth Third Mortgage, ISAOA (the "Grantee"), whose address is: 5001 Kingsley Drive, Cincinnati, OH 45227 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Mortgage) As Mortgagee under a Mortgage recorded September 25, 2006 as Document No: 0626855242. Official Records of Cook County, Illinois.

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As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 6 day of January, 2012.

WITNESS:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION
SUCCESSOR THRU MERGER WITH FIRST HORIZON
HOME LOAN CORPORATION (Grantor)

Lee Anne Todd
Lee Anne Todd

By: Tena Farrell
Name: Tena Farrell
Title: Designated Agent

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ACKNOWLEDGMENT

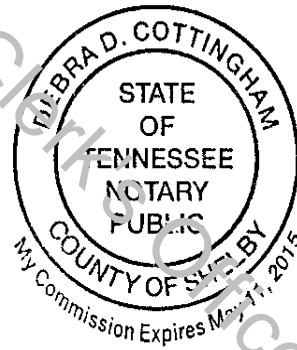
STATE OF TENNESSEE)
) ss:
 COUNTY OF SHELBY)

Before me, Debra D Cottingham of the state and county mentioned, personally appeared Tena Farrell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Designated Agent **FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION**, the within named bargainer, a corporation, and that he/she, as such Designated Agent, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Designated Agent

WITNESS my hand and official seal on this 6 day of January, 2012.

Debra D Cottingham
 Notary Public

My Commission expires: May 11, 2015



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EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

THE NORTH 20 FEET OF LOT TWO HUNDRED TWENTY ONE (221) AND LOT TWO HUNDRED TWENTY TWO (EXCEPT THE NORTH 7 1/2 FEET THEREOF) (222) IN GALEWOOD, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 13-31-406-015-0000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED:

GRANTOR: WILLIAM A. BEAUPRE AND CHARLENE BEAUPRE, HUSBAND AND WIFE, AS JOINT TENANTS

GRANTEE: VIDAS NEMICKAS AND VICKY NEMICKAS, AS TENANTS BY THE ENTIRETY

DATED: 12/20/2005

RECORDED: 01/20/2006

DOC#/BOOK-PAGE: 0602002254

ADDRESS: 1815 N NORMANDY AVE. CHICAGO, IL 60707

Property of Cook County Clerk's Office