## **UNOFFICIAL COPY**



Doc#: 1233344072 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 11/28/2012 02:45 PM Pg: 1 of 2

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Indecr.n.m Global Services
2925 Country Drive
St. Paul, M.N 55117
78141252

SUBORDINATION AGREEMENT

THIS SUBCPDINATION AGREEMENT (the "Agreement") is made this 11th day of April, 2012 by Marquette Bank (the "Subordinating Party") whose address is 9612 W. 143rd Street, Orland Park, IL 60462, and is given to Mortgage Electronic Registration Systems, Inc. as nominee for Ouicken Loans (the "Lender"), whose address is 635 Woodward Avenue, Detroit, MI 48226.

## RECITALS

WHEREAS, the Lender is malting (or has made) a mortgage loan (the "Loan") to John J. Girod (the "Borrower") in connection with and corned by certain real property having a property address of 3730 West 68th Place, Chicago, IL 60629.

LEGAL DESCRIPTION:

LOT 37 (EXCEPT THE WEST 12 FEET THEREOF) AND ALL OF LOT 38 IN BLOCK 3 IN PARADISE SUBDIVISION OF THE WEST HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 19-23-310-034-0000

WHEREAS, the Borrower is the present owner of the Property, c. will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a mortgage, deed of trust or other security instrument encumbering the Property in the principal sum of \$1:4,300.00 in favor of the Lender (the "New Mortgage"); and

WHEREAS, the Subordinating Party now owns or holds an interest as mortgagee of the Property pursuant to a mortgage, deed of trust or other security instrument in the amount of \$8,500.00 (atcd 12/22/2008 (the "Existing Mortgage") which was recorded on 01/26/2009 at Book/Liber\_\_\_, Page\_\_\_, Document No 0902657084 In the official records for the County of COOK, State of Illinois (the "Recording Office"); and

WHEREAS, the Lender is about to make (or has made) the Loan expressly upon the condition that the Subordinating Party unconditionally subordinate the lien of the Existing Mortgage to the lien of the New Mortgage; and

WHEREAS, it is the intent and desire of the Subordinating Party that the Existing Mortgage be made subject and subordinate to the New Mortgage in favor of Lender.

NOW THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound by this Agreement, do hereby agree as follows, to wit:

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- 1. Recitals. The foregoing recitals are adopted herein as if recited in their entirety.
- 2. Subordination of Existing Mortgage. The Existing mortgage is hereby subordinated to the lien of the New Mortgage to full extent and in the aggregate amount of all advances made or to be made by the Lender, and the lien of the Existing Mortgage shall henceforth and forever be subject, subordinate and inferior in lien, right and dignity at all times to the lien, right and dignity of the New Mortgage and any extensions, renewals, and modifications of same.
- 3. Effect of Subordination. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered, and recorded in the Recording Office prior to the execution, delivery, and recordation of the Existing Mortgage.
- 4. Entire Agreement. This Agreement contains the whole agreement between the parties as to the mortgage lears, and priority thereof as described above, and there are no agreements, written or oral, outside or separate from this Agreement and all prior negotiations, if any, are merged into this Agreement. No modification, rulesse, discharge, or waiver of any provision of this Agreement shall have any force or effect unless it is in writing signed by the parties.
- 5. Parties Bourd. This Agreement shall be binding on and insure to the benefit of the respective heirs, successors and assigns of the parties.

This Subordination Agreement is given, executed and delivered by the undersigned on the date and year first written above.

Witnesses: Name: Brad Bratliere, VP	R	Name: Marquette Bank SUBORDINATING PARTY  By: Hood  Name: Cathy Hood
		Title: Underwriter
State of <u>Illinois</u> ) County of <u>Will</u> )	) SS	

On this 11th day of April, 2012 before me, the undersigned authority, a Notary Fublic duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Brad Buttliere and Cathy Hood, to me personally known, who, being by me first duly sworn, did acknowle ige and declare that: they are the Vice President and Underwriter, respectively, of the corporation executing the within and foregoing instrument: that the seal affixed thereto is the official seal of said corporation; that said instrument was signed and sealed for and on behalf of said corporation by due authority of its Poald of Directors; and that they as such officers were duly authorized to and did execute said instrument for and on behalf of said corporation as their and its voluntary act and deed.

Notary Public

My Commission Expires

Seal

Prepared By: Cathy Hood Marquette Bank 9612 West 143rd Street Orland Park, Illinois, 60462

1632 11/6/2012 78141252/3

When Recorded Return To:

Marquette Bank 9612 West 143rd Street Orland Park, Illinois, 60462

\* "OFFICIAL SEAL"

NICOLE M. MECHERLE Notary Public, State of Illinois

My Commission Expires 06/31/12 \$