# UNOFFICIAL COPYMENT

Record & Return To:
Mortgage Information Services
4877 Galaxy Pkwy, Ste I
Cleveland, OH 44128
Nationstar Mortgage LLC
2617 College Park, SubordinationsScottsbluff, NE 69361

Prepared by: Wendy Cunningham

Doc#: 1307362006 Fee: \$52.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/14/2013 02:51 PM Pg: 1 of 8

**0596819429 KHAN** MIN: 100346710800190089

M.I.S. FILE NO 1240419

#### SUBORDINATION AGREEMENT

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

#### WITNESSETH

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of \$58,500.00 dated August 30, 2007, in favor of Subordinating Lienholder, covering the following described parcel of real property:

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUBJECT TO COVENENTS OF RECORD.

which Prior Security Instrument was recorded as **Document No. 0725322065** in the official lien records of **Cook County**, State of **Illinois**; and

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

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge

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of the Prior Security Instrument and provided that Subordinating Lienholder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Borrower; and Subordinating Lienholder has agreed that the Current Security Instrument 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 Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which 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) Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or exeruing thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder has had the or portunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lienholder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.
- (3) Lender would not make its loan above describe! without this agreement.
- (4) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge thereof to any other security interest, mortgage or mortgages thereafter created.
- (5) Subordinating Lienholder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.
- (6) The undersigned signing on behalf of Subordinating Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

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.

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

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SUBORDINATE LIEN HOLDER
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR GB HOME
EQUITY, LLC, AN ILLINOIS LLC

Stacy Sandoz

Assistant Secretary

AFSHAN A KHAN

KAUKAB A KHAN

(AL'L SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEBRASKA

-) 55

COUNTY OF SCOTTS BLUFF

On the Ath day of February 2013, personally appeared before me Stacy Sandoz; Assistant Secretary for Mortgage Electronic Registration Systems, Inc., as no ninee for GB Home Equity, LLC, an Illinois LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

JENNIFF & KINSEY

My Comm. Ext. Ct. 25, 2018

Jennifer E Kinsey Notary Public

My appointment expires: October 25, 2016

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SUBORDINATE LIEN HOLDER
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR GB HOME
EQUITY, LLC, AN ILLINOIS LLC

Stacy Sandoz

Assistant Secretary

ISMAIL KHAN

AFSHAN A KHAN

KAUKAB A KHAN

(AL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEBRASKA

COUNTY OF SCOTTS BLUFF

On the <u>lam</u> day of <u>February 2013</u>, personally appeared vefore me <u>Stacy Sandoz</u>; <u>Assistant Secretary</u> for Mortgage Electronic Registration Systems, Inc., as nomines for GB Home Equity, LLC, an Illinois LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Jennifer E Kinsey Notary Public

A GENERAL HOTALY Strik of Nebraska
JENNIFER (1) INSRY
My Comm. Exp. Onl. 25, 2016

My appointment expires: October 25, 2016

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### **UNOFFICIAL COPY**

SUBORDINATE LIEN HOLDER
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR GB HOME
EQUITY, LLC, AN ILLINOIS LLC

By: Stacy Sandoz

ISMAIL KHAN

Assistant Secretary

AFSHAN A KHAN

KAUKAB A KHAN

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEBRASKA

) SS.

COUNTY OF SCOTTS BLUFF

On the <u>Idin</u> day of <u>February 2013</u>, personally appeared before me <u>Stacy Sandoz</u>; <u>Assistant Secretary</u> for Mortgage Electronic Registration Systems, Inc., as no mince for GB Home Equity, LLC, an Illinois LLC, personally known to me (or proved to me on the basis of sat sfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their s.gnature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

GENERAL NOT! NY-St. b of Nebrata
JENNIFF. & KINSEY
My Comm. Ex. 71. 25, 2018

Jennife E Kinsey Notary Public

My appointment expires: October 25, 2016

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## **UNOFFICIAL COPY**

State of <del>Illinois</del>

County of ADDISON

On FORNING 22, 2013, before me, JANET K. CURLIE

(name of notary public )

Office

personally appeared Ismail Khan and Afshan A Khan and Kaukab A Khan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of Hinois that the foregoing paragraph is true and correct.

WITNESS my hand and officed seal.

Signature of Notary)

MY COMMISSION EXPIRES: 02/10/

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INDIVIDUAL ACKNOWLEDGMENT	
State/Commonwealth of Illinois	
County of Cool	ss.
On this the 22 day of florum	, 2013, before me,
Diawan McCray, the undersigned	Notary Public, personally appeared
	personally known to me OR proved to me on the basis of satisfactory
9	evidence
Ox	to be the person(s) whose names(s) is/are
	subscribed to the within instrument, and
0/	acknowledged to me that he / she /they
	e recuted the same for the purposes therein
OFFICIAL SEAL DIAWAN MCCRAY Notary Public - State of Illinois My Commission Expires Sep. 13, 2016	WITNESS my hand & official seal.
(seal)	Signature of Notary Public
_	Diawan McCray
	Printed Name of Note, v
_OPTIONAL	
Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.	
Description of Attached Document	
Title or Type of Document:	stor Aflement
Document Date: 2. 12, 2013	Number of Pages:
Signer(s) Other Than Named Above:	N/A-

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## **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0519311339 AND IS DESCRIBED AS FOLLOWS:

LOT 2 (EXCEPT THE EAST 34.0 FEET) AND LOT 3 AND THE EAST 10 FEET OF LOT 4 IN BLOCK 7 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SULLIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO CCVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, BUILDING' LINES AND EASEMENTS IF ANY.

APN: 07-34-326-026-0000

COMMONLY KNOWN AS 115 APTHUR AVE, ROSELLE, IL 60172
HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS
PROVIDED