11/27/2012

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UNOFFICIAL COPY

Doc#: 1309419028 Fee: \$64.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/04/2013 10:28 AM Pg: 1 of 3

Prepared by Will Diller

RECORD AND RETURN TO:
MERS, Inc. as nominee for
Cartus Home Loans
(FKA Cendant Mortgage)
1 Mortgage Way
Mt. Laurel, NJ 08054
Attn: Doc Control

Loan No :0035603695

MIN 1000200 0035603695 8

12-04 12

SUBORDINATION AGREEMENT

THIS SULOPDINATION AGREEMENT (this "Agreement") is made as of the 20th, day of November 2012, by MF.RS, Inc. as nominee for Cartus Home Loans (FKA Cendant Mortgage), I Mortgage Way, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of Cartus Home Loans, N.A., ISAOA/ATIMA ("Outside Let let").

WITNESSETH: That,

WHEREAS, Subordinating large is the owner and holder of that certain Mortgage dated June 26th, 2006, in the amount of \$40,000.00, executed by Zachary Glennon ("Borrower," which term includes all parties executing such instrument) in favor of 1 IERS, Inc. as nominee for Cartus Home Loans (FKA Cendant Mortgage), recorded in Book/Inst. # 0618144030 of the public records of Cook County, Illinois on February 10th, 2006 (the "Subordinate Security Instrument"), which encumbers the following described real propagaty: 0: and

DATACHEK 55 S. MAIN ST. # 350 NAPERVILLE, IL 60540

SEE ATTACHEDLEGAL DESCRIPTION/ "SCHEDUTE"

Hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Leviller is extending a new loan to Borrower in the amount not to exceed \$227,300.00 (the "New Loan") which is not secured by a Mortgage that encumbers the Property, which security instrument is being recorded in cald public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New I can 1) Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

*"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

NO.871 **D0**34

- Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to 1. the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.
- Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.
- This Agreement is made under the laws of the State in which the Property is located. It cannot be wrived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This As reement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Ag. sernent.

IN WITNESS WHEREOF, he is crisigned has caused this Agreement to be executed as of the day and year rust above written.

> pric Registration Systems, Inc. A Cendant Mortgage)

vein. Assistant Secretary

Signed, sealed, and delivered

Christina M Wyatt

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 20th, day of Novembe 2011, by Lisa Rothwein, who is Assistant Secretary of MERS, Inc. as nominee for Cartus Home Loans (FKA Condent Mortgage), on behalf of the corporation.

P.I.N.# 14.17.222.024.100

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1. I.N. # Sor Are Notary Public, State of New Jersey

Felice Rense Bradley Notary Public New Jersey My Commission Expires 4-12-16

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NO.871 9225

SCHEDULE "A"

Parcel 1:

Unit 1E in the North Shore Condominiums on a survey of the following described real estate:

Lot 4 in the Subdivision of Los 16, 17 and East ½ of Lot 18 in ILJ. Wallingford's Subdivision of 15 rods South and adjoining the North 95 rods of the East ½ of the Northeast ¼, Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which sorvey is attached to the Declaration of Condominium made by Vega Development & Construction, Inc., recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0020617588 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

P.A.12:

The exclusive right to use storage space S-1, a limited common element as delineated on the survey attached to the Decle artic a aforesaid recorded as document 0020617588.