

Prepared By: Nora Gonzalez
Popular Community Bank
9600 W Bryn Mawr Ave., 3rd fl.
Rosemont, IL 60018

ELS #

14490576

[Space Above This Line For Recording Data]

SUBORDINATION AGREEMENT

Loan No. 8200884131

September 26, 2012

The parties agree as follows:

1. BANCO POPULAR NORTH AMERICA, a New York State chartered commercial bank having offices at 9600 W. Bryn Mawr, Rosemont, Illinois ("Existing Mortgagee") is the owner and holder of the following mortgage: Home Equity Line of Credit Mortgage dated August 4, 2006 made by **Ray O. Rodriguez and Maria P. Rodriguez aka Luz Maria Rodriguez** as mortgagor, to **Banco Popular North America** (the "Existing Mortgage") in the amount of \$70,000.00 with an account# 8200884131 and Instrument No. 0624233030.

2. The property which is the subject of the lien of the Existing Mortgage is known and designated as **612 S Delphia Avenue, Park Ridge, IL 60068** (the "Property") and is further described as follows:

SEE SCHEDULE "A" ANNEXED HERETO AND MADE PART HEREOF.

3. The owner of the Property is about to sign and deliver to **Wells Fargo Bank, N.A.** ("New Mortgagee") the following mortgage: Mortgage dated Nov 12th, 2012 made by Ray O. Rodriguez and Maria P. Rodriguez, husband and wife, not as joint tenants, or tenants in common, but as tenants by the entirety, as mortgagor(s), to New Mortgagee, in the principal amount of \$265,000.00 (**Two Hundred Sixty Five Thousand Dollars and Zero Cents**) and to be recorded in the Office of Cook County (the "Recorder's Office").

* Recorded 12-13-12 LAST 1234857314
4. The New Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to the New Mortgage. In exchange for TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration and to induce New Mortgagee to accept the New Mortgage, the Existing Mortgagee agrees to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage.

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The Existing Mortgage lien shall be subordinated in the amount secured by the New Mortgage and interest and advances already paid and to be paid in the future under the New Mortgage. Examples of the advances are brokerage commissions, fees for making the loan, mortgage recording taxes, documentary stamps, fees for examination of title and surveys. Advances may be paid without notice to Existing Mortgage. The maximum amount of the lien of the Existing Mortgage that is subordinated is the amount secured by the New Mortgage and interest.

This Subordination Agreement shall apply to any extension, renewal or modification of the New Mortgage.

5. This Agreement cannot be changed or ended except in writing signed by both New Mortgagee and Existing Mortgagee.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Property of Cook County Clerk's Office



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Order No.: **14490576**
Loan No.: **0293192365**

Exhibit A

The following described property:

Lot 4 in Block 5 in Arthur Dunas Highlands Addition to Park Ridge, being a Subdivision of the West 1/2 of the Southwest 1/4 lying North of Talcott Road in Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 09-35-302-016-0000

Property of Cook County Clerk's Office