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. 8200884171

September 26, 2012

The parties agree as follows:

- 1. BANCO POPULAR NORTH AMERICA, a New York State chartered commercial bank having offices at 9000 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 C. 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 60262 (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 We's Fargo Bank, N.A. ("New Mortgagee") the following mortgage: Mortgage dated Nov 1242, 200 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").
- 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.



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In Presence of:

Juguel Nuguel

Witness

BANCO POPULAR NORTH AMERICA

Name: Sharon Dingee

Title: Vice President Consumer Lending

IN WITNESS WHEREOF, the said Existing Mortgagee has duly executed this agreement the day and year first above written.

STATE OF Florida) ss

On the <u>lay of Sept</u>, 2012 before me, the undersigned, personally appeared <u>Sharon Ding ce</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his/her/their signature or the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MOTARY PUBLIC-STATE OF FLORIDA
Migdalia I. Fontanez
Commission # EE021298
Expires: AUG. 26, 2014
BONDED THRU ATLANTIC BONDING CO, INC.

Notary Public

Migialia I. Fontaez

NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), [for New York State on the basis of sexual orientation, military status, disability, or familial status], because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Banco Popular North America is the Bureau of Consumer Financial Protection and may be contacted at: Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20006.

Banco Popular North America is a Member of the FDIC and operates under the assumed trade name "Popular Community Bank" in each of New York, New Jersey, Florida, California and Illinois. Accordingly, Popular Community Bank and Banco Popular North America are the same FDIC-insured institution. Your deposits are insured up to \$250,000 per depositor. You may qualify for more than \$250,000 in coverage if you hold deposits in different account ownership categories.



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

Exhibit A

The following described property:

Lot 4 in Block 3 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