

Doc#: 1321854002 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/06/2013 09:38 AM Pg: 1 of 4

DELIVER/MAIL BACK TO: DATACHEK 55 S. MAIN ST. # 350 NAPERVILLE, IL 60540

When Recorded Return to:
First Tennessee Bank National Association, Grantor
P.O. Box 132
Memphis, 1N 38101

SUBORDINATION AGREEMENT

RECITALS:

WHEREAS, Beverly J. Brokemond (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

3803 Traditions Drive Olympia Fields, IL 60461

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$76,288.00 from JP Morgan Chase Bank, N.A. (the "Grantee"), whose address is: 710 Kansas Lane LA4-2107, Morroe, LA 71203 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Mortgage) As Mortgagee under a Mortgage dated April 24, 2006 and recorded May 12, 2006 in Doc # 0613246004. Official Records of Cook County, State of Illinois.

S TO THE SC YES

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As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement small be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall he deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- 5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 2 cay of 1, 2013

WITNESS:

Parhara Wilson

FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION (Grantor)

By: N Ja Oral K / C

Name: Debra D. Cottingham

Limited Vice President Underwriter

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ACKNOWLEDGMENT

STATE OF TENNESSEE)	
OTATE OF TENEDS) ss:	
COUNTY OF SHELBY)	

Before me, Lee Anne Todd of the state and county mentioned, personally appeared Debra D. Cottingham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THEO MERGER WITH FIRST HORIZON HOME LOAN CORPORATION, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

WITNESS my hand and official seal on this bt day of June,

Lee anne Todd Notary Public

My Commission expires: December 16, 2013

Prepared by: Lee Anne Todd First Tennessee Bank 1555 Lynnfield Bldg C Memphis, TN 38119 STATE

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Commitment No: 25790229

LEGAL DESCRIPTION

EXHIBIT "A"

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

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, ID# 31-14-104-031-0000, BEING KNOWN AND DESIGNATED AS:

THAT PART OF LOT 35 IN TRADITIONS OF OLYMPIA FIELDS PHASE TWO, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOFRECORDED NOVEMBER 30, 2004 AS DOCUMENT NUMBER 0433544021, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 35; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTH BEING THE SOUTH LINE OF SAID LOT 35, HAVING A RADIUS OF 215.00 FEET, HAVING ACHORD BEARING SOUTH 83 DEGREES 06 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 47.17 FLFT TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS WEST 87.47 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST 49.35 FEET TO THE EAST LINE OFSAID LOT 35; THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE 82.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 35; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTH, BEING SAID SOUTH LINE HAVING A LADIUS OF 215.00 FEET, HAVING A CHORDBEARING SOUTH 83 DEGREES 58 MINUTES 43 SECONI S VEST FOR A DISTANCE OF 49.73 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, II L'NOIS.

MORE COMMONLY KNOWN AS: 3803 TKADYTONS DR, OLYMPIA FIELDS, IL 60461.