

# UNOFFICIAL COPY

TT13-18965  
Cook # 62 (20Fd)



Doc#: 1330550021 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/01/2013 08:14 AM Pg: 1 of 8

**FOR RECORDER'S USE ONLY**

## SUBORDINATION OF MORTGAGE

THE SUBORDINATION OF MORTGAGE dated September 6, 2013 is made and executed among Cornerstone National Bank & Trust Company ("Mortgagee/Subordinating Bank"); and Nationstar Mortgage, Its Successors and/or Assigns ("Lender").

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodation(s) (the "Subordinated Indebtedness") to Michael J. Scudiero and Elisa F. Scudiero ("Borrower/Grantor").

A Credit Agreement in the Sum of \$16,000.00 dated October 17, 2008 with a Maturity of October 17, 2018, in favor of Cornerstone National Bank and Trust Company ("Mortgagee"), and modified by an Agreement Concerning Subordination of Home Equity Line of Credit dated August 30, 2013.

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is secured by a Mortgage dated October 17, 2008 and recorded November 6, 2008, as Document No. 0831133148, from Grantor to Mortgagee (the "Subordinated Mortgage"), on certain premises in Cook County, Illinois.

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following real property located in Cook County, State of Illinois:

**LOT 231 IN WINSTON PARK UNIT NUMBER 1 BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 1215 Helen Drive, Melrose Park IL 60160  
The Real Property tax identification number is 15-03-221-010-0000.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION STATE THE FOLLOWING:**

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to the Lender's Lien and the Superior Indebtedness, and it is agreed the Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Furthermore, **Lender is about to lend to Borrower up to Two Hundred Twenty-Five Thousand Eight Hundred Dollars and 00/100 (\$225,800.00)** to pay the indebtedness of Borrower to Lender (or other first mortgage to be paid off) and to obtain the release of the first mortgage in favor of Lender and in connection therewith, **Borrowers shall give to Lender a Mortgage to secure the loan in the amount up to \$225,800.00 and dated within 45 days of September 6, 2013.**

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

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**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Existing First Mortgage:** If the existing first mortgage in favor of Lender (or other lending institution), as described above, is released in full, then the mortgage in favor of Subordination Bank, shall be and is hereby subjected and subordinated and shall become in all respects subordinate and junior to the lien of the mortgage given by Borrower to Lender as collateral for the loan to pay off the existing first mortgage and to replace it with a mortgage in favor of Lender.

**Principal Increases:** Lender agrees to not increase the principal sum under the mortgage to which the Subordinating Bank hereby subordinates or to make additional advances of principal under the mortgage, without the written consent of Subordinating Bank. Notwithstanding, Subordinating Bank acknowledges that Lender has a right to interest on the unpaid principal balance of the mortgage, penalties for nonpayment thereof, and a right to recover amount expended for payment of real estate taxes, hazard insurance and costs incident to foreclosure and such items are included in this subordination.

**Amendments:** What is written in this Subordination is Mortgagee's entire agreement with Lender concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Authority:** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interest in the Borrower's property, if any.

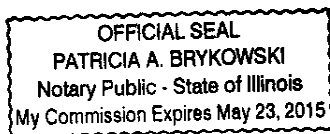
**MORTGAGEE:**


  
Phillip L. Gutmann, Vice President  
Cornerstone National Bank & Trust Company

State of Illinois  
County of McHenry

I, the undersigned, a Notary Public in and for the said county, in the state aforesaid, do hereby certify, that the above named personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of September, 2013.



  
Patricia Brykowski, NOTARY PUBLIC  
Residing in McHenry County, Illinois

This Instrument Prepared By: Phillip L. Gutmann  
MAIL RECORDED DOCUMENT TO:  
Laura Riegel, Credit Operations Officer  
Cornerstone National Bank & Trust Company  
P.O. Box 1249  
Palatine, IL 60078-1249

**UNOFFICIAL COPY****RECORDING REQUESTED BY:**

Cornerstone National Bank  
& Trust Company  
One West Northwest Highway  
Palatine, IL 60067

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**WHEN RECORDED MAIL TO:**

Cornerstone National Bank  
& Trust Company  
One West Northwest Highway  
Palatine, IL 60067

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**AGREEMENT CONCERNING SUBORDINATION OF  
HOME EQUITY LINE OF CREDIT**

This Agreement Concerning Subordination of Home Equity Line of Credit (this "Agreement") is made as of August 30, 2013 (the "Effective Date").

The undersigned Michael J. Scudiero and Elisa F. Scudiero is the borrower ("*Borrower*") under a Home Equity Line of Credit ("*HELOC*") dated October 17, 2008 in which Cornerstone National Bank & Trust Company ("*Cornerstone*") is the Lender. Borrower's loan number is 13518-50001.

The HELOC is secured by a Mortgage dated October 17, 2008 and recorded on November 6, 2008 as Document No. 0831133148 on the premises located at 1215 Helen Drive, Melrose Park, Cook County, Illinois 60160 (the "*Property*").

Legal Description:

**LOT 231 IN WINSTON PARK UNIT NUMBER 1 BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN COOK COUNTY, ILLINOIS.**

**PIN# 15-03-221-010-0000**

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Borrower desires to obtain a new first mortgage from **Nationstar Mortgage**. (the "*New Lender*"). The New Lender is willing to make a first mortgage loan to Borrower provided that: (1) the mortgage securing said loan is a first mortgage upon and against the Property; (2) the first mortgage is prior and superior to the mortgage that secures the HELOC; and (3) Cornerstone specifically and unconditionally subordinates the mortgage securing the HELOC to the mortgage securing the New Lender's first mortgage.

Borrower has requested that Cornerstone subordinate the mortgage securing the HELOC to the mortgage securing the first mortgage and Cornerstone is willing to do so in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Accordingly, Borrower and Cornerstone hereby agree as follows:

### Check All Boxes That Apply

X1. *Credit Limit*. Borrower agrees that the Credit Limit in Borrower's HELOC is hereby amended as set forth below by:

- Increasing Borrower's Credit Limit from \$            to \$            .
- Decreasing Borrower's Credit Limit from \$ **16,000.00** to \$ **9,225.48**.
- Borrower's Credit Limit is unchanged.

Borrower understands and agrees that the box checked above is Borrower's New Credit Limit beginning on the Effective Date of this Agreement and shall remain in effect until the Maturity Date of October 17, 2018 on Borrower's HELOC, including any extensions of, modifications of, refinancing's of, substitutions of, consolidations of or renewals thereof to which Cornerstone may agree in its sole discretion. Borrower understands and agrees that Cornerstone is under no obligation to further amend Borrower's Credit Limit pursuant to Borrower's request, but may reduce Borrower's Credit Limit as permitted by law or pursuant to the terms of Borrower's HELOC agreement. Borrower may continue to use Borrower's HELOC to borrow, repay, and re-borrow, subject, however, to Borrower's New Credit Limit.

For the avoidance of all doubt, Borrower and Cornerstone hereby agree that as of the Effective Date, Borrower's HELOC is amended to define Borrower's Credit Limit as the principal amount of **Nine Thousand Two Hundred Twenty-Five Dollars and 48/100 (\$9,225.48)**.

X 2. *Margin*. Borrower agrees that the Margin applicable to Borrower's HELOC agreement is hereby amended as set forth below:

- Increasing Borrower's Margin from **0.000%** to **1.500%** .
- Decreasing Borrower's Margin from            % to            %.

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Borrower's Margin is unchanged.

We will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** as follows: We start with an independent index which is the highest prime rate as published in the Money Rate section of the Wall Street Journal (the "Index"). We will use the most recent Index value available to us as of the first business day following the closing date of your monthly statement for each billing period for any **ANNUAL PERCENTAGE RATE** adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of this Credit Line Account, we may designate a substitute index after notice to you. To determine the Periodic Rate that will apply to your account, we take the value of the Index, round that up to the nearest 0.001%, then divide the rounded value by the number of days in a year (daily). To obtain the **ANNUAL PERCENTAGE RATE** we multiply the Periodic Rate by the number of days in a year (daily). This result is the **ANNUAL PERCENTAGE RATE**. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs.

The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index take effect monthly. In no event, will the Periodic Rate result in a corresponding **ANNUAL PERCENTAGE RATE** that is less than 4.000% or more than 18.000%, nor will the Periodic Rate or corresponding **ANNUAL PERCENTAGE RATE** exceed the maximum rate allowed by applicable law. Today the Index is 3.25% per annum, and therefore the initial Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line are as stated below:

Range of Balance Or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	1.500%	4.7500%	0.01301%

Borrower understands and agrees that the box checked above is Borrower's New Margin, which shall be effective beginning on the 1<sup>st</sup> business day of the next billing period following the Effective Date of this Agreement. Borrower's New Margin shall remain in effect until the Maturity Date of October 17, 2018 on Borrower's HELOC, including any extensions of, modifications of, refinancing's of, substitutions of, consolidations of or renewals thereof to which Cornerstone may agree in its sole discretion, unless Cornerstone in its sole discretion agrees to amend Borrower's New Margin.

**X** 3. *Rate Floor*. Borrower hereby agrees that notwithstanding anything to the contrary in Borrower's HELOC agreement, Borrower's HELOC agreement is hereby amended to include a Rate Floor, which is the minimum rate that will be charged on Borrower's HELOC even if a lower rate would result from the addition of Borrower's Margin to the Index. Borrower understands and agrees that Borrower's floor rate is **4.000%** and that the minimum rate applicable to Borrower's HELOC will never be lower than the Rate Floor. Borrower's Rate Floor shall be effective beginning on the 1st business day of the next billing period following the Effective Date of this Agreement and shall remain in effect until the Maturity Date of October 17, 2018 on Borrower's HELOC, including any extensions of, modifications of, refinancing's of,

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substitutions of, consolidations of or renewals thereof to which Cornerstone may agree in its sole discretion, unless Cornerstone in its sole discretion agrees to amend Borrower's Rate Floor.

**X** 4. *Suspension.* In consideration of Cornerstone's agreement to subordinate its mortgage that secures Borrower's HELOC to Borrower's first mortgage with New Lender, Borrower agrees that as of the Effective Date of this Agreement, Borrower's right to make any future draws against Borrower's HELOC shall be suspended and shall remain suspended until Cornerstone agrees in writing, in its sole discretion, to remove the suspension. Borrower may request that Cornerstone remove the suspension, but Borrower understands and agrees that Cornerstone is under no obligation to agree to remove the suspension.

Borrower further agrees to the following:

1. **Effective August 30, 2013, Borrower will not be able to make any draws on Borrower's HELOC.** This includes draws using online banking, access checks, telephone, and in person. Any access checks presented to Cornerstone for payment after the Effective Date of this Agreement will be returned unpaid.

2. Borrower will continue to receive monthly billing statements from Lender and Borrower agrees that Borrower is and remains responsible for making Borrower's minimum monthly payment as indicated on Borrower's monthly statement.

3. If Borrower uses Borrower's HELOC to pay bills automatically, Borrower agrees to notify the payee that Borrower will now be using a different payment method or account.

### **Conditions Under Which Other Charges May Be Imposed**

Borrower(s) agree to pay all the other fees and charges related to your Agreement as set for below:

**Subordination Fee: \$200.00**

Borrower understands and agrees that this Agreement amends Borrower's HELOC agreement. Except as expressly modified and amended by this Amendment, the terms, conditions, obligations, and requirements of Borrower's HELOC agreement shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms. The provisions of this Amendment shall be binding upon and inure to the benefit of the respective parties and their heirs, executors, administrators, agents, representatives, successors, and assigns. No changes in, additions to, or modifications of this Amendment shall be valid unless set forth in writing executed by all of the parties hereto. If any term of this Amendment is held by a court of competent jurisdiction to be invalid, illegal or contrary to public policy, such term or provision shall be modified to the extent necessary to be valid and



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enforceable and shall be enforced as modified; provided however, that if no modification is possible, such provision shall be deemed stricken from this Amendment. In any case, the remaining provisions of this Amendment shall not be affected thereby.

This Amendment shall be governed by applicable federal law and to the extent not preempted, the law of the State of Illinois without regard for its conflict of law provisions.

Borrower(s) acknowledge that they have read this Agreement and agree to the terms and conditions in this Agreement this 30<sup>th</sup> day of August, 2013.

BORROWER:

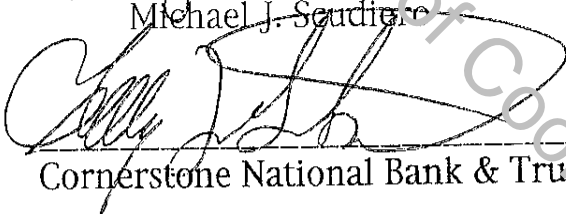
BORROWER

  
\_\_\_\_\_

  
\_\_\_\_\_

Michael J. Scudiero

Elisa F. Scudiero

  
\_\_\_\_\_

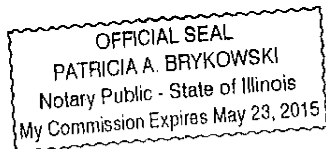
Cornerstone National Bank & Trust Co.

State of Illinois

County of McHenry

I, the undersigned, a Notary Public in and for the said county, in the state aforesaid, do hereby certify, that the above named personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5<sup>th</sup> day of September, 2013.



  
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NOTARY PUBLIC

Residing in McHenry County, Illinois

This Instrument Prepared By: Phillip L. Gutmann

MAIL RECORDED DOCUMENT TO:

**Laura S. Riegel**

Credit Operations Officer  
Cornerstone National Bank & Trust  
One West Northwest Highway  
Palatine IL 60067

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ALTA Plain Language Commitment (6-17-06)

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**SCHEDULE A**

Order Number: TT13-18965

Commitment Number:

**EXHIBIT A**

LOT 231 IN WINSTON PARK UNIT NUMBER 1 BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN COOK COUNTY, ILLINOIS.

PIN NO. 13-01-221-010

COMMONLY KNOWN AS 1215 HELEN DRIVE, MELROSE PARK, IL 60160

Property of Cook County Clerk's Office