

**Prepared by and  
Record and Return to:  
Ameriprise Bank, FSB  
301 W. Bay Street  
Jacksonville, FL 32202  
File #6901002710  
Min #100475269010027105  
MERS Phone 1-888-679-6377**

M.I.S. FILE NO  
129700

**SUBORDINATION AGREEMENT (MORTGAGE)**

*NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.*

THIS AGREEMENT is made on this 25<sup>th</sup> day of November, 2013, between Christopher Gonzales and Wendy Gonzales, husband and wife as tenants by the entirety, who is/are the owner(s) of the land hereinafter described (the Borrower(s)), and Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Ameriprise Bank, FSB, (the "Mortgagee").

WHEREAS, Borrower(s) executed a Mortgage (the "Subordinated Mortgage"), dated September 5, 2008, for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee or Ameriprise Bank, FSB (Mortgagee), (inc which encumbers the following described real property:

13348 S. Carondolet Avenue, Burnham, IL 60633,  
As more particularly described in Exhibit "A" attached hereto;

(the "Property"), to secure a Note in the sum of \$30,000.00 dated September 5, 2008, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Ameriprise Bank, FSB, as Mortgagee (the "Subordinated Note"), which Subordinated Mortgage was recorded September 15, 2008 as Document #0825957046 in Official Records of Cook County, State of IL.

WHEREAS, CitiBank, N.A., its successors and/or assigns (the "New Lender"), desires to loan a sum not to exceed One Hundred Thirteen Thousand Three Hundred Eighteen and 10/100----- Dollars (\$113,318.00) (the "New Loan") on note of Borrower (the "New Note"), secured by a mortgage on and covering the Property (the "New Mortgage") dated December 16, 2013, to be recorded concurrently with this Subordination Agreement in the Official Records of Cook County, State of IL. \* Instrument # 1336442001

WHEREAS, to induce New Lender to make the New Loan, it is necessary that the Subordinated Mortgage be subordinated to the lien of the New Mortgage.

WHEREAS, it is to the mutual benefit of the parties that New Lender make the New Loan to Borrower, and Mortgagee is willing to agree that the New Mortgage will constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Subordinated Mortgage.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared understood and agreed as follows:

# UNOFFICIAL COPY

## SECTION ONE: SUBORDINATION

Mortgagee hereby covenants, consents, and agrees that the Subordinated Mortgage is and shall continue to be subject and subordinate in lien to the lien of the New Mortgage and any renewals or extension thereof. Mortgagee also covenants and agrees to place an endorsement upon the Subordinated Note stating that the Subordinated Mortgage has been subordinated to the lien of the New Mortgage.

## SECTION TWO: APPROVAL OF LOAN TERMS

Mortgagee declares, agrees and acknowledges that it consents to and approves of (i) all provisions of the New Note and the New Mortgage; and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and New Lender for the disbursement of the proceeds of the New Loan.

## SECTION THREE: BINDING EFFECT

This Agreement shall be binding on Mortgagee and its successors and assigns, including each and every subsequent owner and holder of the Subordinated Note, and the terms of this Agreement shall inure to the benefit of New Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Note, or any renewal extension, or rearrangement thereof.

## SECTION FOUR: ENTIRE AGREEMENT

This Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Subordinated Mortgage to the lien of the New Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the New Mortgage and the Subordinated Mortgage, any prior agreements as to such subordination, including, but not limited to, those provisions, if any contained in the Subordinated Mortgage, which provide for the subordination of the lien thereof to another deed or deeds of trust or to another mortgage or mortgages.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written,

**Mortgage Electronic Registration Systems, Inc.**

By: Jill Moore  
Jill Moore, Assistant Secretary

**Beneficiary: Ameriprise Bank, FSB**

By: Ruth Owen  
Ruth Owen, Sr. Vice President

## Borrowers:

\_\_\_\_\_  
Christopher Gonzales

\_\_\_\_\_  
Wendy Gonzales

# UNOFFICIAL COPY

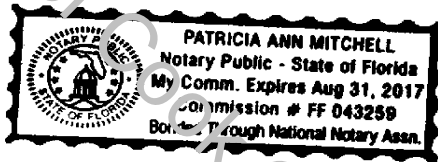
State of Florida

County of Duval

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2013, by Jill Moore, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of said corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Patricia Ann Mitchell  
Notary Public, State of Florida at Large

My commission expires:



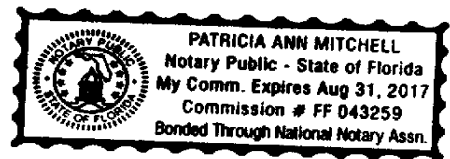
State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of November, 2013, by Ruth Owen, Sr. Vice President of Ameriprise Bank, FSB, on behalf of said corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

Patricia Ann Mitchell  
Notary Public, State of Florida at Large

My Commission Expires:



# UNOFFICIAL COPY



Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001297007

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0605343106 AND IS DESCRIBED AS FOLLOWS:

LOT 44 AND THE NORTH 12.5 FEET OF LOT 45 IN COX'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER(S): 26-31-117-027-0000

COMMONLY KNOWN AS 13348 S CARONDOLET AVE, CHICAGO, IL 60633  
HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED

Property of Cook County Clerk's Office