

**Prepared by and
Record and Return to:
Ameriprise Bank, FSB
301 W. Bay Street
Jacksonville, FL 32202
File #6901562351
Min #100475269015623510
MERS Phone 1-888-679-6377**

SUBORDINATION AGREEMENT (MORTGAGE) 48202819

8199877
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 24th day of January, 2014, between James F. Lee, as Trustee under the provisions of The James F. Lee 2008 Trust dated the 11th day of April 2008, 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 May 31, 2011, for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee or Ameriprise Bank, FSB (Mortgagee), and which encumbers the following described real property:

611 E. Frederick Street, Arlington Heights, IL 60004;
As more particularly described in Exhibit "A" attached hereto;

(the "Property"), to secure a Note in the sum of \$50,100.00 dated May 31, 2011, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Ameriprise Bank, FSB, as Mortgagee (the "Subordinated Note"), which Subordinated Mortgage was recorded June 27, 2011 as Instrument #1117855005 in Official Records of Cook County, State of IL. Effective immediately said Subordinated Mortgage and Note are hereby reduced to \$36,000.00.

WHEREAS, EverBank, its successors and/or assigns (the "New Lender"), desires to loan a sum not to exceed Two Hundred Twenty Thousand and NO/100-----Dollars (\$220,000.00) (the "New Loan") on note of Borrower (the "New Note"), secured by a mortgage on and covering the Property (the "New Mortgage") dated 2-3-2014 ~~to be~~ recorded ~~herein~~ with this Subordination Agreement in the Official Records of Cook County, State of IL.

* Instrument 140454 8327

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: 
Chuck R. Ivy, Assistant Secretary

Beneficiary: Ameriwise Bank, FSB

By: 
Ruth Owen, Sr. Vice President

Borrowers:

James F. Lee, Trustee of the James F. Lee
2008 Trust dated April 11, 2008 FBO
James F. Lee

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

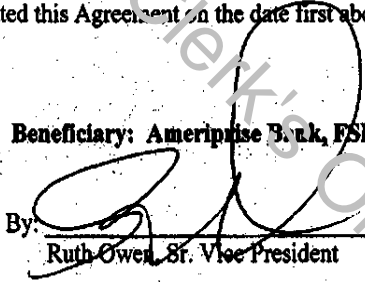
This Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Subordinated Mortgage to the lien of the New Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the New Mortgage and the Subordinated Mortgage, any prior 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 deed of trust or to another mortgage or mortgages.

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

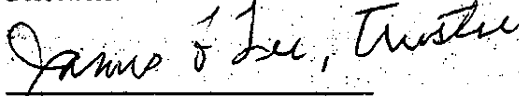
Mortgage Electronic Registration
Systems, Inc.

By: 
Chuck R. Ivy, Assistant Secretary

Beneficiary: Ameriprise Bank, FSB

By: 
Ruth Owen, Sr. Vice President

Borrowers:


James F. Lee, Trustee of the James F. Lee
2008 Trust dated April 11, 2008 FBO
James F. Lee

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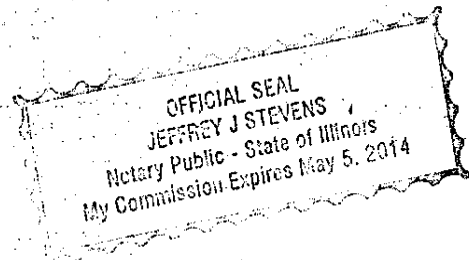
ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF COOK

On 2/3/14 before me, JEFFREY J. STEVENS, Notary Public,
Personally appeared JAMES F. LEE, who
proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity (ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
My Commission Expires: 5/5/14



(This area for official notarial seal)

Title of Document: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____,
(name of notary public)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and who acknowledged
to me that he/she/they executed the same in their authorized capacity(ies),
and by his/her/their signature(s) on the instrument the person(s), or entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
My Commission Expires: _____

(This area for official notarial seal)

Title of Document: _____

UNOFFICIAL COPY

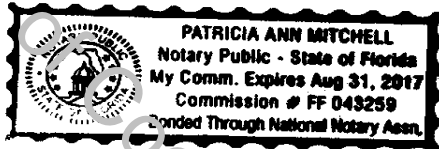
State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 24th day of January, 2014, by Chuck R. Ivy, 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:



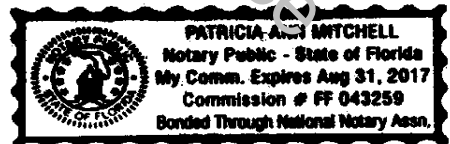
State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 27th day of January, 2014, 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

Form No. 3301 (01/08)
Short Form Commitment

ORDER NO: 8199271n
FILE NO: 8199271n
CUSTOMER REF: 1222501665

Exhibit "A"

Real property in the City of **Arlington Heights**, County of **COOK**, State of **Illinois**, described as follows:

THE EAST HALF OF THE NORTH HALF OF LOT 18, EAST HALF OF LOT 19 AND EAST HALF LOT 20 IN C.A. GOELZS' COUNTRY CLUB ADDITION, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 428.50 FEET THEREOF), OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT 1321898, IN COOK COUNTY, ILLINOIS.

Commonly known as: 611 E Frederick Street, Arlington Heights, IL 60004

APN #: 03-29-200-013-0000

LEE IL
48202813
FIRST AMERICAN ELS
SUBORDINATION OF MORTGAGE

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING