

SUBORDINATION AGREEMENT

#17906489

Agreement made this the 10<sup>th</sup> day of February, 2014, by and among MB FINANCIAL BANK N.A. ("Existing Mortgagee"), Neil Wilkinson and Gina Wilkinson (collectively "Owner"), and US Bank, NA, ISAOA ("New Mortgagee").

WITNESSETH:

WHEREAS, the Owner owns the entire fee title to certain real property and improvements thereon known as 3729 Clarence Av. Berwyn, IL 60407, more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgage recorded on the 03/02/2007 as Document Number 0706105119 the office of the Cook County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum, not to exceed *One hundred forty-six thousand three hundred dollars (\$146,300.00)* to be secured by a mortgage on the Real Estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgagee, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

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1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.

2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.

3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.

4. Without limitations of the forgoing:

- (a) The Owner further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgagee or its successors or assigns a copy of any notice of default given by New Mortgage to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.
- (b) The New Mortgagee further agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns.

5. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new mortgage is dated 3/3/2014 and recorded on 3-11-2014 in the Office of the Recorder of Cook County as Document No.: 1407054032

6. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgagee to Existing Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

Attn: MB FINANCIAL BANK N.A.  
6111 N. RIVER ROAD  
ROSEMONT, IL 60018

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

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7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.

8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:  
MB FINANCIAL BANK N.A.

NEW MORTGAGEE:  
*US Bank, NA*

By: *Cindie Sedlacek*  
*Cindie Sedlacek, Vice-President*

By: \_\_\_\_\_

Attest: *Debbie Garo*  
*Debbie Garo, Officer*

By: \_\_\_\_\_

OWNER: X \_\_\_\_\_  
Neil Wilkinson

\_\_\_\_\_  
Gina Wilkinson

Property Address:  
*3729 Clarence Av. Berwyn, IL 60402*  
Property Index Number:  
*16-31-417-040*

Property of Cook County Clerk's Office

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EXISTING MORTGAGEE:  
MB FINANCIAL BANK N.A.

NEW MORTGAGEE:  
US Bank, NA

By: *Cindie Sedlacek*  
Cindie Sedlacek, Vice-President

By: *Jennifer L. Garas*  
Jennifer L. Garas, Vice-President

Attest: *Debbie Garo*  
Debbie Garo, Officer

By: *Todd McFadden*  
Todd McFadden, Vice President

OWNER: X \_\_\_\_\_  
Neil Wilkinson  
  
\_\_\_\_\_  
Gina Wilkinson

Property Address:  
3729 Clarence Av. Berwyn, IL 60402  
Property Index Number:  
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IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:  
MB FINANCIAL BANK N.A.

NEW MORTGAGEE:  
US Bank, NA

By: *Cindi Sedlacek*  
Cindi Sedlacek, Vice-President

By: *Jennifer R. Grooms*  
Jennifer R. Grooms, Vice-President

Attest: *Debbie Garo*  
Debbie Garo, Officer

By: *Todd McFadden*  
Todd McFadden, Vice President

OWNER: X *Neil Wilkinson*  
Neil Wilkinson  
*Gina Wilkinson*  
Gina Wilkinson

Property Address:  
3729 Clarence Av. Berwyn, IL 60402  
Property Index Number:  
16-31-417-040

# UNOFFICIAL COPY

STATE OF )  
 ) SS.  
COUNTY OF )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that **Neil Wilkinson and Gina Wilkinson** known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

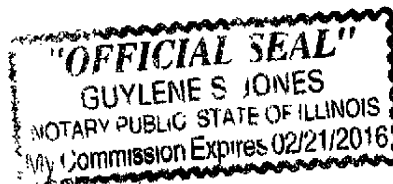
STATE OF ILLINOIS ) SS.  
COUNTY OF COOK )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that *Cindie Sedlacek* personally known to me to be the Vice President of MB Financial Bank, N.A. and *Debbie Garo* personally known to me to be the Retail Lending Officer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Authorized Signer, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10<sup>th</sup> day of February, 2014

*Guylene Jones*  
\_\_\_\_\_  
Guylene Jones, Notary Public

[SEAL]



# UNOFFICIAL COPY

STATE OF IL )  
 ) SS.  
COUNTY OF COOK )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Neil Wilkinson and Gina Wilkinson known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3 day of March, 2014.

[SEAL]

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



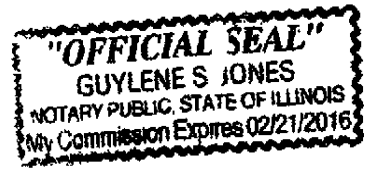
STATE OF ILLINOIS ) SS.  
COUNTY OF COOK )

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Given under my hand and official seal, this 10<sup>th</sup> day of February, 2014

[SEAL]

*[Handwritten Signature]*  
\_\_\_\_\_  
Gyulene Jones, Notary Public



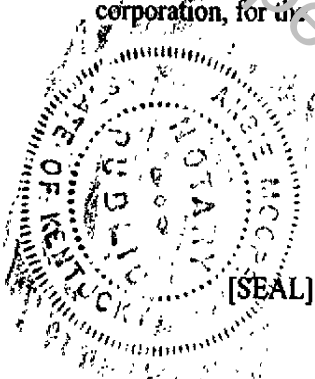
# UNOFFICIAL COPY

STATE OF Kentucky )  
 ) **SS.**  
COUNTY OF Daruss )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Jennifer Garris personally known to me to be the Vice President of US Bank, NA. and Todd McFadden personally known to me to be the Vice President ~~Officer~~ of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Authorized Signer, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal 18<sup>th</sup> day of February, 2014

Angie Marie Berke  
Notary Public  
Notary I.D. 487243  
exp 4/16/17



This instrument prepared/mailed by  
MB Financial Bank N.A.  
6111 North River Road  
Rosemont, Illinois 60018

Property of Cook County Clerk's Office



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Order No.: 17906489  
Loan No.: 2300328151

## Exhibit A

The following described property:

The South half of the South half of Lot 4 (except the East 139.29 feet and except the West 33 feet thereof) in Block 59 in Oliver L. Watson's Ogden Avenue Addition to Berwyn, in Section 31, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 16-31-417-040

Property of Cook County Clerk's Office