



Prepared by: SunTrust Bank  
When Recorded Return To:  
SunTrust Consumer Loan Operations  
Image Department  
Post Office Box 305053  
Nashville, TN 37230-5053

**SUBORDINATION AGREEMENT**



**THIS SUBORDINATION AGREEMENT** is given this 24TH day of OCTOBER, 2014, by and between QUICKEN LOANS, INC., ISAOA ("New Lender"), and SunTrust Bank ("SunTrust").

**WITNESSETH**

WHEREAS, SunTrust is the owner and holder of that certain promissory note or line of credit agreement dated FEBRUARY 1, 2007, (the "Agreement"), given by one or more borrowers as described in the Agreement ("Borrower," whether one or more); and

WHEREAS, PAWEL BORYS, SINGLE PERSON ("Owner," whether one or more) is the owner of certain real property located in COOK County, State of ILLINOIS (the "Property"), more fully described as:

*See attached Schedule/Exhibit "A" for full Legal Description; and*

WHEREAS, in order to secure repayment of obligations incurred by Borrower under the Agreement, and any and all renewals, extensions, substitutions and modifications thereof, Owner granted a Deed to Secure Debt, Deed of Trust or Mortgage of even date with the Agreement (the "Security Instrument"), in the amount of \$30,000.00 which granted a lien upon the Property and which was recorded on FEBRUARY 6, 2007, in Deed, Trust, Liber or Official Record Book ("Book") , Page , or as Instrument Number 0703702002, in the Register's, Recorder's or Clerk's Office for COOK County, State of ILLINOIS (the "Recording State and County"); and

*(Check if and as applicable; if all are unmarked, this means the Agreement and Security Instrument were executed in favor of SunTrust):*

- WHEREAS, SunTrust was formerly known as
- WHEREAS, SunTrust is successor by merger to
- WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, respectively, in favor of SUNTRUST MORTGAGE, INC. ("Original Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by Original Creditor to SunTrust (or its predecessor in interest) by virtue of that certain Assignment recorded in the Recording State and County in Book , Page or as Instrument Number 0721154040.

**AND** *(Choose if applicable):*

- The Agreement and/or Security Instrument were previously modified as follows: ; and

NTC # L-1418-ITC  
7443 W. Irving Pk Rd# 1E  
Chicago, IL 60634  
773-309-6200 County COOK

# UNOFFICIAL COPY

WHEREAS, Owner desires to refinance the loan which was secured by a first lien on the Property and as a condition of the refinance, New Lender requires SunTrust to subordinate the lien of its Security Instrument to the lien created by New Lender; and

WHEREAS, SunTrust has agreed to subordinate the lien on the Property created by its Security Instrument to the lien which has been or will be granted by Owner to New Lender.

If this box is checked, SunTrust's agreement to subordinate its lien is expressly conditioned upon Borrower and/or Owner's execution of a Modification of Security Instrument dated \_\_\_\_\_, providing for a modified credit limit of \$ \_\_\_\_\_ ("Modification"), and recordation of the Modification contemporaneously herewith. Therefore, failure to record the executed Modification will result in this Subordination Agreement being of no force or effect.

NOW THEREFORE, in consideration of the foregoing and for the express purpose of inducing New Lender to refinance the first loan for Borrower, SunTrust hereby agrees and confirms that its lien secured by the Property, as described above, and any and all advances made under this loan or line of credit after this date are hereby inferior and subordinate to the lien upon the Property, created by the Security Instrument granted or given by Owner to New Lender up to the original principal balance of \$110,000.00, for the purpose of refinancing the first lien on the Property.

Nothing contained herein shall otherwise modify or affect the lien of SunTrust or New Lender in the Property except as herein specifically stated.

[Signatures appear on the following page]

# UNOFFICIAL COPY


IN WITNESS WHEREOF, the parties hereunto set their hand and seal as of the date set forth above.

**Witness Signatures (Two signatures are required)**

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness: Margo Cook

  
\_\_\_\_\_  
Witness: Kimberly Cahill

SUNTRUST BANK  
By:   
\_\_\_\_\_  
Print Name: Deborah Candelore  
Title: Vice President



STATE OF FLORIDA )  
CITY/COUNTY OF ORANGE ) **PROBATE/ACKNOWLEDGMENT**

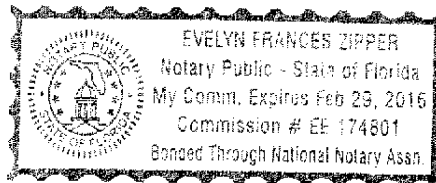
On this 24TH day of OCTOBER, 2014, before me, the undersigned Notary Public, personally appeared Deborah Candelore and known to me to be the Vice President, authorized agent for SunTrust Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of SunTrust Bank, duly authorized by SunTrust Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of SunTrust Bank.

By:   
\_\_\_\_\_  
Evelyn Frances Zipper

Residing at: 7455 Chancellor Drive  
Orlando, Florida 32809

Notary Public in and for the County of Orange

My commission expires: \_\_\_\_\_



# UNOFFICIAL COPY

American Land Title Association

Commitment  
Revised 10-17-92

Fidelity National Title Insurance Company

Commitment Number: L-1418-ITG

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

UNIT #3E IN HIGGINS MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 10,11, AND 12 IN BLOCK 2 IN MCCOLLAM AND KRUGGELS ADDITION TO NORWOOD PARK IN THE WEST 1/2 OF SECTION 7, TOWNSHIP.40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26828211 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN ANS PROPERTY ADDRESS FOR INFORMATIONAL PURPOSES ONLY:

13-07-113-045-1008  
6961 W. HIGGINS AVE., #3E, CHICAGO, IL 60656

Property of Cook County Clerk's Office

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CL 1418-ITG-PEDA 11/10/13 (15)