

# UNOFFICIAL COPY

Doc#: 1604956342 Fee: \$52.00

Karen A. Yarbrough

Recorder of Deeds

Date: 02/18/2016 12:56 PM Pg: 1 of 3

Wells Fargo Home Mortgage  
\*8480 Stagecoach Circle  
MAC X3802-03A  
Frederick MD 21701-4747  
Prepared by: Sonia Beam\*  
Tax Parcel #  
19-08-805-057-0000

## Subordination Agreement

11276713  
THIS AGREEMENT is made and entered into on this 8<sup>th</sup> of January 2016 by Mortgage Electronic Registration Systems, Inc. "MERS" 1901 E Voorhees Street, Suite C, Danville, IL 61834 (hereinafter referred to as "Beneficiary") in favor of Nationstar Mortgage, LLC it's successors and assigns (hereinafter referred to as "Lender").

## WITNESSETH

WHEREAS, Mortgage Lenders Network USA, Inc. did loan Dawn Kall and James Kall ("Borrower") the sum of \$24,600.00 which loan is evidenced by a promissory note dated November 2, 2005 executed by Borrower in favor of MERS as nominee for Mortgage Lenders Network USA, Inc. and is secured by a Deed of Trust/Mortgage even date therewith (the "Mortgage") covering the property described therein and recorded as Instrument # 0533402117 Book n/a Page n/a of the real property records in the office of Cook County, State of Illinois and

WHEREAS, Borrower has requested that Lender lend to it the sum of \$170,500.00 (not to exceed), such loan to be evidenced by the promissory note dated January 23, 2016 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage; and

\*Senior lien recorded 2/17/2016 as Doc# 1604849052

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.

2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

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3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.

4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This subordination agreement shall become invalid in the event that the new loan amount exceeds \$170,500.00.

BENEFICIARY: Mortgage Electronic Registration Systems, Inc. "MERS"

BY: *Gwen R. Smalley*  
Gwen R. Smalley

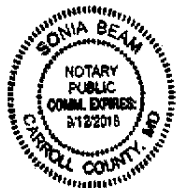
ITS: Vice President

State of Maryland

County of Frederick

On this 8<sup>th</sup> day of January, 2016, before me, the undersigned officer, personally appeared Gwen R. Smalley on behalf of Mortgage Electronic Registration Systems, Inc. "MERS", a Corporation, and that ~~he~~/she/they, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~himself/herself/themselves~~ as Vice President.

In witness whereof I hereunto set my hand and official seal.



*Sonia Beam*  
Notary Public

My Commission Expires: Sept. 12, 2018

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## EXHIBIT "A"

LOT 29 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOT 30 (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 1 IN BARTLETT'S HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5142 South Moody Street, Chicago, IL 60638

Parcel ID #: 19-08-305-057-0000

City of Cook County Clerk's Office