16203662

This document was prepared by, and after recording return to:

DOHARDMONEY.COM, INC. 8785 South Jordan Valley Way, Suite #1 West Jordan, Utah 84088

Permanent Tex Index Number(s): 31-34-102-002-0000

Property Address 4643 Clarendon Avenue Richton Park, Illinois 60471-1801



Doc#: 1610246091 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/11/2016 02:39 PM Pg: 1 of 5

#### SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SCME 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, made this 30 day of March, 2015 by 4643 Clarendon Avenue Industries, LLC, owner of the land hereinafter described and hereinafter referred to as "Owner," and Cook County Land Bank Authority, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as "Mortgagee";

#### WITNESSETH:

THAT WHEREAS, Cook County Land Bank Authority, did execute a Mortgage, set out as follows:

Amount	\$20,000.00
Mortgagor:	4643 Clarendon Avenue Industries, LLC
Mortgagee:	Cook County Land Bank Authority
Dated:	March 31, 2016
Recorded: poril	March 11, 2016 as Entry No 1610246090,
, ,	Book, at Page

said Mortgage covers the following described property located in Cook County described as follows:

LOT 8 IN RICHTON CROSSING UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 31-34-102-008-0000

which has he address of 4643 Clarendon Ave, Richton Park, IL, 60471

WHEREAS, Owner has executed, a Mortgage and Note in the sum not to exceed \$105,000.0	0(
dated March 30 2016, in favor of Dohardmoney.com, Inc., hereinafter referred to a	as
"Lender," payable with interest and upon the terms and conditions described therein which	۰h
Mortgage was recorded Marchapall, 2016 as Entry No. 16 10246089 in Boo	ık
at Page of Official Records; and	

WHEREAS, it is a condition precedent to obtaining said loan that the Lender's Mortgage shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgagee's Mortgage; and

WHEREAS, Lender is willing to make said loan, provided the Mortgage securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Mortgagee's Mortgage first above mentioned and provided that Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender; and

WHEREAS, it is for the mutual benefit of the parties hereto that Lender make such loan to Owner; and Mortgagee is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgagee's Mortgage first above mentioned.

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

- (1) That Lender's Mortgage securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgagee's Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgagee's Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgagee's Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

#### Mortgagee declares, agrees and acknowledges that:

- (1) Mortgagee consents to and approves (i) of all provisions of the Note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrew agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (2) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (3) Mortgagee intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Mortgagee's Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and 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 which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (4) An endorsement has been placed upon the Note secured by the Morigagee's Mortgage first above mentioned that said Mortgage has by this instrument been subcedinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

(Signature pages follow, this section intentionally left blank)

IN WITNESS WHEREOF, Owner has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be signed in its company name by its duly authorized Manager AND DELIVERED by authority of its Member duly given.

**OWNER:** 

4643 CLARENDON AVENUE INDUSTRIES, LLC

By: Marcel Ward,
Marcel Ward,

Manager

STATE OF <u>CALS ROOK NEA</u>

COUNTY OF LOS ANGELES

I, March Agherican, a Notary Public for said County and State, do hereby certify that Marcel Ward, the Manager of 4643 Clarendon Avenue Industries, LLC, a Utah limited liability company, whose name is signed to the foregoing instrument and who is known to me or proved identity to me with valid State identification, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and is the act of said limited liability company.

Witness my hand and official stamp or seal, this 30th day of March, 2016.

NOTORIAL SEAL:

MARINEH AGHAJANIAN COMM. # 2091300 (ACCOUNT OF THE PROPERTY OF

Notary Public

1610246091 Page: 5 of 5

### **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Mortgagee has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be signed in its company name by its duly authorized representative AND DELIVERED.

MORTGAGEE:

COOK COUNTY LAND BANK AUTHORITY

Opon Op By: Phr Row by Syla Schull & Ag !!

Name:
Robert Rose, Signed by Stephen Schronzadeh

with Pown of Attriney

Title:
Executive Director STATE OF THINGS COUNTY OF a Notary Public for said County and State, \_\_\_, who represented that they are an authorized representative of Cook County Land Bank Authority, whose name is signed to the foregoing instrument and who is known to me or proved identity to me with valid State identification, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer or authorized representa ive, and with full authority, executed the same voluntarily for and as the act of said limited liability company. Witness my hand and official stamp or seal, this 30 day of March, 2015. **NOTORIAL SEAL:** OFFICIAL SEAL SUZANNE E BROWN NOTARY PUBLIC - STATE OF ILLINOIS