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Doc#: 1628515059 Fee: \$78.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/11/2016 10:10 AM Pg: 1 of 4:

AFTER RECORDING
PLEASE RETURN TO:

ROBERT O'HALLORAN
O'HALLORAN SHERMAN ASSOCIATES, LLC
4801 WEST 110TH STREET SUITE 150
OVERLAND PARK, KS 66211

Regina Sillemon

BANK OF AMERICA, N.A.
6400 LEGACY DR.
PLANO, TX 75024

806978

SUBORDINATION AGREEMENT

Borrower: CHAD M. FEINGOLD & KIM LEBOWITZ

Property Address: 2662 N. GENEVA TER., CHICAGO, IL 60614

This Subordination Agreement dated September 01, 2016, is between Robert J O'Halloran, not individually but as Trustee of the Marilyn J. Feingold Trust #2 dated April 1, 1976., (Subordinator),

And BANK OF AMERICA, NA, (New Senior Lender).

RECITALS

Robert J O'Halloran, not individually but as Trustee of the Marilyn J. Feingold Trust #2 dated April 1, 1976., (Subordinator), owns and holds a promissory note in the amount of \$700,000.00, with accompanying mortgage/deed of trust/security deed

Dated 11/27/2012, and recorded in Volume/Instrument Number 1301734021 on 01/17/2013 (date),

in COOK (County), ILLINOIS (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property

from New Senior Lender in the new principal sum not to exceed \$1,073,100.00

Dated: 9-23-16. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Subordinator agrees that its security interest and all of subordinator's rights there under shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$1,073,100.00, plus interest. Subordinator consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Subordinator is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Subordinator has no obligation to consent to future requests for subordination of its lien-security interest.

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3. No Waiver of Notice

Upon the execution of the subordination of Subordinator's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Subordinator and Senior Lender, and their respective successors, assigns trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Subordinator and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or notation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Subordinator, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Subordinator and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

Subordinator acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

Robert J O'Halloran, not individually but as Trustee of the Marilyn J. Feingold Trust #2 dated April 1, 1976.

By: Robert J. O'Halloran, TRUSTEE

Printed Name: ROBERT J. O'HALLORAN

Title: TRUSTEE

Witness Signatures (required for state of CT, FL, GA, KY, LA, MI, SC & VT)

Kevin Gordon

Signature #1

Kevin Gordon
Printed Name

Gregory R Sherman

Signature #2

Gregory R Sherman
Printed Name

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State of Kansas

County of Johnson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert J O'Halloran, as Trustee of the Marilyn J. Feingold Trust #2 dated April 1, 1976., whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of September, 2016.

(Seal)

Barbara R Lührs
Notary Public

My commission expires: 10.24.17



Property of Cook County Clerk's Office

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EXHIBIT A

All the property in Cook County, Illinois, viz:

PARCEL 1: LOT 15 AND THE SOUTH 1/2 OF LOT 16 IN LINCOLN PARK CLUB SUBDIVISION RECORDED JULY 9, 2002 AS DOCUMENT 0020749722 AND RERECORDED JULY 19, 2002 AS DOCUMENT 0020790350, BEING A RESUBDIVISION OF VARIOUS LOTS, PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PERPETUAL ACCESS EASEMENTS FOR THE BENEFIT OF ALL OWNERS OF LOTS 8, 9, 15 AND 16 TOGETHER WITH THEIR TENANTS, GUESTS, AGENTS AND INVITEES, AS SET FORTH BY THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR THE LINCOLN PARK COMMONS HOMEOWNERS ASSOCIATION DATED JANUARY 10, 2002 AND RECORDED JANUARY 15, 2002 AS DOCUMENT 002001321 AND AMENDMENTS THERETO FOR THE PURPOSE OF A PEDESTRIAN COURT EASEMENT FOR INGRESS AND EGRESS ON, OVER AND ALONG THOSE PORTIONS OF THE LAND KNOWN AS LOTS 6 AND 26, AND IDENTIFIED ON THE PLAT OF SUBDIVISION AS "PEDESTRIAN COURT" PRIVATE ALLEYWAY EASEMENTS, FOR PUBLIC INGRESS AND EGRESS OF PERSONS AND VEHICLES ON, OVER AND ALONG THOSE PORTIONS OF THE LAND IDENTIFIED AS "PRIVATE ALLEYWAYS" ON SAID PLAT, RECORDED JULY 9, 2002 AS DOCUMENT 0020749722 AND RE-RECORDED AS DOCUMENT 0020790850.

Tax ID: 14-28-304-088