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MORTGAGE SUBORDINATION AGREEMENT

16/505-8

By Corporation or Partnership

Doc#. 1634747547 Fee: \$52.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 12/12/2016 01:50 PM Pg: 1 of 3

Account Number: 6172

Date: November 25, 2016

Legal Description: 5EF ATTACHMENT

P.I.N. #11-07-107-016-0000

Property Address: 723 LINCOLN ST, EVANSTON, IL 60201-2402

PRAIRIE TITLE 6821 W. NORTH AVE. OAK PARK, IL 60302

This Agreement is made November 25, 2016, by and between U.S. Bank National Association ("Bank") and HOME POINT FINANCIAL CORPORATION ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 11/26/2014, granted by RICHARD BUCHANAN AND SHARON BUCHANAN HUSBAND AND WIFE ("Borrower"), and recorded in the office of the County Recorder, COOK County, Illinois, on 12/26/2014, as Book Page Document No. 1436039040, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated December and , 20<u>/ C. g</u>ranted by the Borrower, office on December 9th recorded in the same 1634446062 , encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$417,000.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

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U.S. Bank National Association

By: Patricia Toraason, Operations Officer

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me November 25, 2016, by Patricia Toraason, Operations Officer, of U.S. Bank National Association, a national banking association, on behalf of the association.

My Conmission Expires: 10/21/2018

DANIELLE OLK **Notary Public** State of Wisconsin

Prepared by: Linda Noe

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ATTACHMENT: LEGAL DESCRIPTION / EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT: THE EAST 48 FEET OF THE WEST 168 FEET OF THE EAST 400 FEET OF LOT 7 (EXCEPT THE SOUTH 33 FEET) IN ASSESSORS DIVISION OF THE FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

THE SA COOK C.

TODORY OF COOK COUNTY CLOTHER SO OFFICE BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 0616755008, OF THE COOK COUNTY, ILLINOIS RECORDS.