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Doc#. 1709306114 Fee: \$58.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 04/03/2017 01:16 PM Pg: 1 of 6

WHEN RECORDED, RETURN TO: Nationstar Mortgage LLC 8950 Cypress Waters Blvd, Subordinations Coppell, TX 75019

0630907947 EPP's

Prepared by: Catherine Fasis

1520/63

### SUBGRDINATION AGREEMENT

NOTICE: THIS SUBORDINATION. GREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY IN STRUMENT.

#### WITNESSETH /

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of \$102,401.00 dated August 18, 20 07 in favor of Subordinating Lienholder, covering the following described parcel of real property:

### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUBJECT TO COVENENTS OF RECORD.

which Prior Security Instrument was recorded as **Document No. 0725349107** in the official inch records of **Cook County**, State of **Illinois**; and

WHEREAS, Borrower has executed or is about to execute an additional mortgage, dee? of trust or security instrument (the "Current Security Instrument") securing a note not to exceed the sum of \$79,307.00, dated March 27,2017, in favor of Lender payable with interest and upon the terms and conditions described therein, which Current Security Instrument is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that the lien of such loan shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the loan first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Prior Security Instrument and provided that Subordinating Lienholder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Borrower; and Subordinating Lienholder has agreed that the Current Security Instrument 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 Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and

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in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or accruing thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder has had the opportunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lienholder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.
- (3) Lender would not make its loan above described without this agreement.
- (4) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any p to agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge there for any other security interest, mortgage or mortgages thereafter created.
- (5) Subordinating Lie holder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.
- (6) The undersigned signing carbehalf of Subordinating Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

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

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR AT CORNEYS WITH RESPECT THERETO.

SUBORDINATE LIEN HOLDER NATIONSTAR MORTGAGE LLC	C)
By:	(See Attachei)
Colleen Barnett	CROWDER M. EPPS
	(See Attached)
Assistant Secretary	LINDA D. EPPS

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## **UNOFFICIAL COPY**

in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security
  Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or
  charges made or accruing thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder has had the opportunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lienholder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.
- (3) Lender would not make its loan above described without this agreement.
- (4) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or clarge; thereof to any other security interest, mortgage or mortgages thereafter created.
- (5) Subord nating Lienholder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.
- (6) The undersigned signing on behalf of Subordinating Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, are signs, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

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

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SUBORDINATE LIEN HOLDER NATIONSTAR MORTGAGE LLC

Colleen Barnett

Assistant Secretary

CROWDER M. EPPS

LINDA D. EPPS

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#### (ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Texas	)
COUNTY OF Dallas	) SS. )
Nationstar Mortgage LLC, p be the person(s) whose name he/she/they executed the sam	personally appeared before me
Witness my hand and official	My appointment expires:
900	VALENCIA METCALF Notary Public, State of Texas Comm. Expires 02-28-2019 Notary ID 12853541-4
State of Illinois	4
County of (See Attached	d) before me.
personally appeared CROW TENANTS BY THE ENTI whose name(s) is/are subscriexecuted the same in their au	(name of notary public)  /DER M. EPPS At D LINDA D. EPPS, HUSBAND AND WIFE, AS  [RETY] who prover to me on the basis of satisfactory evidence to be the person(sibed to the within instrument and who acknowledged to me that he/she/they athorized capacity(ies), and by his/her/their signature(s) on the instrument the half of which the person(s) acted, executed the instrument.
I certify under PENALTY o true and correct.	f PERJURY under the laws of unc state of Illinois that the foregoing paragraph is
WITNESS my hand and offi	icial seal.
(See Attached)	
(Signature of Notary)	f PERJURY under the laws of une state of <u>Illinois</u> that the foregoing paragraph is icial seal.

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### (ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Texas )
) SS. COUNTY OF Dallas )
On JAN 1 2017 personally appeared before me Colleen Barnett Assistant Secretary of
On
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
the instrument the person(s), or the entiry upon being of which the person(s) theret, executed the instrument.
Witness my hand and official seals
MA I James III
Valencia Metcari  My appointment expires:
, Notary Public
VALENCIA METCALF  Notary Public, State of Texas
150 N. S. Comm. Expires 02-28-2019
State of Illinois
State of fiffings
County of Cook
On MARCH 28, 2017, before me, NENAY SMAIL, (name of notary public)
personally appeared <u>CROWDER M. EI PS AND LINDA D. EPPS, HUSBAND AND WIFE, AS</u>
TENANTS BY THE ENTIRETY who proved o me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within no nument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the
person(s), or entity upon behalf of which the person(s, acted, executed the instrument.
I certify under PENALTY of PERJURY under the laws of the state of Illinois that the foregoing paragraph is
true and correct.
WITHIESE had and off it and
WITNESS my hand and official seal.
(Signature of African)  (Signature of African)  (Signature of African)
(Signature of Motary)  Notary Public State of Illinois My Commission Expression 17, 2020
T'6
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$O_r$
T'S OFF.
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#### **EXHIBIT A**

UNIT 1460-1 IN THE BERWYN MANOR CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 20 FEET OF LOT 48 AND ALL LOTS 49 AND 50 IN BLOCK 2 IN ZERO PARK SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN S.H. KERFOOT'S RESUBDIVISION OF LOTS 1 TO 20 BOTH INCLUSIVE IN LOUIS E. HENRY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED S DOCUMENT 95117105, TOGETHER WITH ITS UNDIVIDED REST

OF COOP COUNTY CIEFF'S OFFICE PERCENTAGE PITEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINO'S