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Doc#. 1836157104 Fee: \$56.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 12/27/2018 12:27 PM Pg: 1 of 5

SUBORDINATION AGREEMENT

Please return document to:

FIRST AMERICAN TITLE INS CO
4795 REGENT BLVD, 1006-A
IRVING, TX 75063
ATTN: RECORDING

PREPARED BY:
Christian Bables
Bank of America, NA
7105 Corporate Dr. Building C.
Plano, TX 75024

 MOUNTS
54625634

IL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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AFTER RECORDING
PLEASE RETURN TO:

Byline Bank
3322 S Oak Park Ave
Berwyn, IL 60402

THIS DOCUMENT WAS PREPARED BY:

Christian Bables
BANK OF AMERICA, N.A.
7105 Corporate Dr. Building C.
PLANO, TX 75024

SUBORDINATION AGREEMENT

Borrower: JOSEPHINE MOUNTS

Property Address: 2711 S TRIPP AVE CHICAGO, IL 60623

This Subordination Agreement dated December 13, 2018, is between **BYLINE BANK**,
(Subordinator),

And **BANK OF AMERICA, N.A.** (New Senior Lender).

RECITALS

BYLINE BANK, (Subordinator), owns and holds a promissory note in the amount of \$179,282.45,
with accompanying mortgage/deed of trust/security deed

Dated 9/02/2009, and recorded in book N/A, page N/A, as Instrument Number 0928054037 on
10/07/2009 (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 \$ 104,910.00

Dated: 12/21/2018. 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 \$104,910.00. 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.

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.

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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 rotation 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.

BYLINE BANK

By: 

Printed Name: ROBERT WILSON

Title: VICE PRESIDENT

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

Signature #1

Signature #2

Printed Name

Printed Name

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State of ILLINOIS

County of COOK

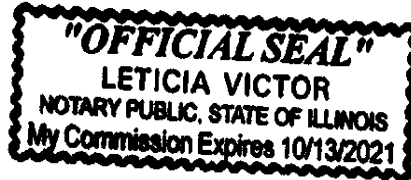
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT WILSON, as VICE PRESIDENT (title) of BYLINE BANK, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents 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 14th day of DECEMBER, 2018.

(Seal)

Leticia Victor
Notary Public

My commission expires: 10/13/21



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EXHIBIT A

The Land referred to herein below is situated in the County of COOK, State of Illinois, and is described as follows:

LOTS 43 AND 44 IN BLOCK 1 IN A. E. KESLER'S SUBDIVISION OF BLOCK 4 IN REID'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 16-27-411-004-0000 and 16-27-411-005-0000

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