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Recording Requested by

Doc# 1916916004 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/18/2019 09:45 AM PG: 1 OF 4

And When Recorded Mail To:

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVE.
CHICAGO, IL 60641-4399

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LIEN AGAINST THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LINE OF SUBSEQUENT DEED OF TRUST.

THIS AGREEMENT, made this 26th day of February, 2019, by Chicago Title Land Trust Company, as Trustee, under Trust Agreement dated 02/02/2017 and known as Trust No. 8002373617, hereinafter referred to as Owner, and Community Investment Corporation, hereinafter referred to as "Creditor" and Community Savings Bank, hereinafter referred to as "Lender"

WITNESSETH

THAT WHEREAS, Creditor is the owner and holder of a lien, hereinafter referred to as the "Creditor's Lien", encumbering real property situated in the County of Cook, described as;

LOTS 37 AND 38 IN BLOCK 13 IN HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 17 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-11-224-006-0000

Which lien was recorded on September 27, 2017, as Instrument Number 1727013006. Official Record of said County; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of approximately \$325,000.00 dated 03/07/2019 in favor of Community Savings Bank, 4801 W. Belmont Ave, Chicago IL 60641 hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Mortgage is to be record concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Creditor's Lien; 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 Creditor's Lien and provided that Creditor will specifically and unconditionally subordinate the lien or change the Creditor's Lien to the lien or charge the Mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that lender make such loan to Owner; and

BOX 331

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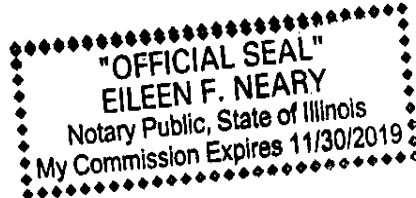
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On 22nd before me, February, 2019, a Notary Public, personally appeared Linda Lee Lutz, HVF Chicago Title Co. who provided to me the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorize 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.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



Name: Eileen F. Neary
(Typed or printed)

(Area reserved for office notarial seal)

State of Illinois
County of Cook

On FEBRUARY 26, 2019 before me, KATHLEEN MCKENNA, a Notary Public, personally appeared ARTHUR NEVILLE who provided to me the basis of satisfactory evidence to 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 authorize 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.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



Name: KATHLEEN MCKENNA
(Typed or printed)

(Area reserved for office notarial seal)

State of Illinois
County of Cook

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Creditor 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 Creditor's Lien.

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 said Mortgage securing said note in favor of lender, and any renewals or extensions thereof, shall unconditionally be a lien or charge on the property therein described, prior and superior to the Creditor's Lien.
- (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 between the parties hereto with regard to the subordination of the lien or charge of Creditor's Lien to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed.

Creditor declares, agrees and acknowledges that

- (a) Creditor intentionally and unconditionally subordinates the lien or charge of the Creditor's Lien in favor of the lien, or charge upon said land of the Mortgage in favor of Lender and understands that in reliance upon, and in consideration of, this 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 said reliance upon this waiver, relinquishment and subordination.

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

Community Investment Corporation

By: _____

Creditor

Community Savings Bank

By: _____

Lender

Chicago Title Land Trust Company, as Trustee, under Trust Agreement dated 02/02/2017 and known as Trust No. 8002373617

By: _____

Owner
State of Illinois
County of Cook

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



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On 2/26/19 before me, Sonya A. Saddler, a Notary Public, personally appeared John Crane who provided to me the basis of satisfactory evidence to 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 authorize 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.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonya A. Saddler



Name: Sonya A. Saddler
(Typed or printed)

(Area reserved for office notarial seal)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTEION OF THIS SUBORDINATION AGREEMENT, THE PATIES CONSULT WITH THIR ATTORNEYS WITH RESPECT THERETO

(SUBORDINATION OF LIEN TO DEED OF TRUST TO RECORD)

Property of Cook County Clerk's Office