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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/24/2020 02:57 PM PG: 1 OF 5

TT19-24994 FC 001 103 112 Space Above This Line for Recorder's Use Only \_\_\_\_\_

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Prepared by: Eddie B. Hemp

Millennium Bank  
2077 Miner Street, Des Plaines, IL 60016

847-296-9500  
MAZUR TITLE LLC  
217 N JEFFERSON ST # 601  
CHICAGO, IL 60661

## SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made this 20 day of Nov, 2019, by Wojciech Dziejowski and Agnieszka Klopotowska, owner of the land hereinafter described and hereinafter referred to as "Owner," and Millennium Bank a/k/a Mers Inc., present owner and holder of the mortgage, and assignment of rents, and related note hereinafter described and hereinafter referred to as "Creditor":

### WITNESSETH

THAT WHEREAS, Creditor secured a note, hereinafter referred to as the "Creditor's Lien", in the sum of \$150,000.00, dated April 13, 2017, in favor of Creditor, encumbering real property situated in the County of Cook, described as:

LOT 27 IN C.H. TAYLOR'S NORTHBROOK ACRES, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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AND, in the official records of Town and/or County referred to Cook County, Real Property Identification Number (PIN) is 04-16-404-005-0000, which mortgage was recorded on May 24, 2017, as Instrument Number 1714447069 in the Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and/or assignment of rents and a related note in the sum of approximately \$484,350.00 dated no later than \_\_\_\_\_ in favor of Home State Bank, FSB. hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage and/or assignment of rents is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage and/or assignment of rents last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before 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 and/or assignment of rents 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 charge of the Creditor's Lien to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage and/or assignment of rents 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 and/or assignment of rents securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times 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 and/or assignment of rents 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 and/or assignment of rents first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage and/or assignment of rents or to a mortgage or mortgages to be thereafter executed.

Creditor declares, agrees and acknowledges that:

- (a) Creditor consents to and approves (i) all provisions of the note and mortgage and/or assignment of rents in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

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- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Creditor's Lien in favor of the lien or charge upon said land of the mortgage and/or assignment of rents in favor of Lender and understands that in reliance upon, and in consideration of, this waiver, relinquishment and 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 for said reliance upon this waiver, relinquishment and subordination.

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

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)**

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Eddie B. Hemp, AVPEddie Hemp  
CreditorState of ILLINOISCounty of State of COOK

On this 20th day of November, 2019 before me, the undersigned Notary Public, personally appeared EDDIE HEMP, who proved to me on 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 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.

WITNESS my hand and official seal.

Signature [Signature]  
Notary Public in said County and State

OFFICIAL SEAL  
RAVINDER K ATWAL  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/09/19

Wojciech Drzewski  
OwnerState of ILLINOISCounty of State of COOK

On this 20th day of November, 2019 before me, the undersigned Notary Public, personally appeared WOJCIECH DRZEWSKI, who proved to me on 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 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.

WITNESS my hand and official seal.

Signature [Signature]  
Notary Public in said County and State

OFFICIAL SEAL  
RAVINDER K ATWAL  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/09/19

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## Exhibit "A"

LOT 27 IN C.H. TAYLOR'S NORTHBROOK ACRES, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

04-16-404-005

2141 TECHNY ROAD, Northbrook, IL 60062

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