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Pax Dared 5/8 +
RECORDING REQUESTED BY

Doc#: 2125120259 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/08/2021 11:42 AM Pg: 1 of 4

AND WHEN RECORDED MAIL TO:
US Bank
11159 S. Kedzie Ave
Chicago, IL 60655

ORDER NO.:
ESCROW NO.:

21 Bar 53284

SPACE ABOVE THIS LINE FOR RECORDERS USE

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made this *24*, day of *May*, 20*21*, by:

owner of the land hereinafter described and hereinafter referred to as "Owner", and

present Creditor and holder of the US Bank, N.A., as Trustee trust hereinafter described and hereinafter referred to as "Creditor";

WITNESSETH

THAT WHEREAS, a Mortgage in the amount of \$ 20,000.00, dated February 26, 2019,
In favor of US Bank, N.A., as Trustee,
was recorded February 27, 2019, as Instrument No. 1905834027, in book _____,
page _____, Official Records of Cook, County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$ 246,000.00
Dated 5-24-21, in favor of Loan Depot, its successors and/or assigns as their respective interest may appear
hereinafter referred to as "Lender", payable with Interest and upon the terms and conditions described therein, covering:

2115818234

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the US Bank, N.A., as Trustee first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the US Bank, N.A., as Trustee first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the US Bank, N.A., as Trustee first above mentioned 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 deed of trust 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 US Bank, N.A., as Trustee first above mentioned

SUBORDINATION, RECORDED 9-9-21 TO DEED OF TRUST TO RECORD.

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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 Deed of Trust 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 lien or charge of the US Bank, N.A., as Trustee first above mentioned.
- (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 the US Bank, N.A., as Trustee first above mentioned to the lien or charge of the deed of trust 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 deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed in Trust to be thereafter executed.

Creditor declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the note and deed of trust 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;
- (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;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the US Bank, N.A., as Trustee first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to 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.



 Antonio Breashears

(OWNER)

US Bank, N.A., as Trustee of the Ramona Santiago irrevocable special needs OBRA 99 payback trust.

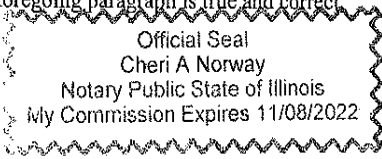
BY:  President of U.S. Bank
 and not individually

(CREDITOR)

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

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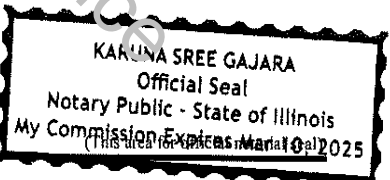
STATE OF IL)
 COUNTY OF Cook)SS.
 On 24 May 2021 before me, Cheri A Norway (insert name) Notary Public,
 personally appeared Antonio Breashears
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and
 acknowledged to me 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.
 I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct
 WITNESS my hand and official seal.



Signature Cheri A Norway

(This area for official notarial seal)

STATE OF _____)
 COUNTY OF DuPage)SS.
 On May 19, 2021 before me, G. Karuna Sree (insert name) Notary Public,
 personally appeared Ann Hueek Burress
 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.
 I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct
 WITNESS my hand and official seal.



Signature G. Karuna Sree

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SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 1 IN MOE'S SUBDIVISION OF THE NORTHWEST QUARTER OF BLOCK 3 IN THE CIRCUIT COURT PARTITION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7601 South Crandon Avenue, Chicago, IL 60649
PIN # 20-25-414-001-000

Property of Cook County Clerk's Office