

UNOFFICIAL COPY



WHEN RECORDED MAIL TO:
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288-0558
Prepared By: Katelyn Darley
ATTENTION: EQMISC

Doc#: 2201946079 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/19/2022 03:27 PM Pg: 1 of 4

SUBORDINATION AGREEMENT

Effective Date: September 23, 2021

Owner(s): Thomas E Brenner
Janette P Brenner, as husband and wife, not as joint tenants nor as
tenants in common, but as tenants by the entirety

Subordinating Party: USAA Federal Savings Bank

Senior Lender: **Nationstar Mortgage LLC DBA Mr
Cooper**

Property Address: **2196 Techny Rd , Northbrook, IL 60062**

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by the Subordinating Party in favor of the Senior Lender named above.

The Owner(s) listed above (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Party has an interest in the Property by virtue of a **Deed Of Trust** given by the Owner, covering the Property, more particularly described on Exhibit A, which document is dated **October 4, 2006**, recorded on **November 29, 2006** at **County of Cook, State of Illinois** in **Doc # 0633322014** (as the same may have been amended from time to time as set forth below, the "Existing Security Instrument").

The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement dated **October 4, 2006**, entered by extended to **Thomas E Brenner and Janette P Brenner** and Subordinating Party (as the same may have been amended from time to time as set forth below (the "Credit Agreement").

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed **\$278,292.00** (the "New Loan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, this Subordination Agreement is VOID.

DOT RECORDED DATE-11-17-2021 Instrument#213121004



UNOFFICIAL COPY

The Subordinating Party is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Party hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect - This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver - This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election under the New Security Instrument or related documents shall affect this Agreement.

Severability - The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

Subordinating Party

USAA Federal Savings Bank

Katelyn Darley


By: Katelyn Darley
Account Services Specialist



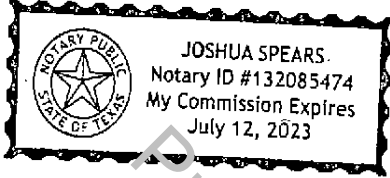
UNOFFICIAL COPY

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on September 23, 2021 by Katelyn Darley ,
Account Services Specialist of USAA Federal Savings Bank, a federally chartered savings
bank on behalf of said savings bank.



Joshua Spears
Notary Public
State of Texas
My Commission Expires: July 12, 2023



Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

The land hereinafter referred to is situated in the City of Northbrook, County of Cook, State of IL, and is described as follows:

Lot 13 in Block 12 in Northbrook Park Unit Number 2, a subdivision in the School Trustees' Subdivision of Section 16, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

APN: 04-16-213-012-0000

Being the same premises conveyed from Margaret E. Connolly, as executor of the will of Minnie E. Rohm, deceased to Thomas E Brenner and Janette P Brenner in a deed dated 04/20/2001 and recorded date 05/01/2001 in Instrument Number 001035667.2 of the official records.

Property of Cook County Clerk's Office