

# UNOFFICIAL COPY

**Citywide Title Corporation**  
**4544 W. 103rd St. Suite 101**  
**Oak Lawn, IL 60453**

Doc#: 2210507074 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/15/2022 09:03 AM Pg: 1 of 5

536114 2/2

Document Prepared By:  
Third Federal Saving & Loan  
J Flowers

RECORDING REQUESTED BY  
THIRD FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF CLEVELAND

WHEN RECORDED MAIL TO:  
THIRD FEDERAL SAVINGS & LOAN  
7007 BROADWAY AVENUE  
CLEVELAND, OHIO 44105

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 10-14-204-053-0000

## 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 10<sup>th</sup> day of February, 2022 by **Bruce Kimball and Valerie Kimball, Married To Each Other**; owner of the land hereinafter described and hereinafter referred to as "Owner", and **THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND**, present owner and holder of the Mortgage Deed and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **Valerie Kimball and Bruce Kimball** did execute a Mortgage Deed dated **09/10/2019** to **THIRD FEDERAL SAVINGS AND LOAN** covering:

**2001 BENNETT AVE**  
**EVANSTON, IL 60201-2115**  
County of: **COOK**

to secure a Note in the sum of **\$100,000.00**, dated **09/10/2019**, in favor of **THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND**, which Mortgage Deed was recorded as **DOCUMENT 1926649018**, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage Deed and Note in the sum not to exceed **\$575,000.00** in favor of **JPMorgan Chase Bank, N.A.**, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Mortgage Deed is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage Deed 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 Mortgage Deed first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Mortgage Deed securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage Deed first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage Deed first above mentioned to the lien or charge of the Mortgage Deed in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage Deed 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 Mortgage Deed first above mentioned.

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:

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(Continuation of Subordination Agreement between VALERIE KIMBALL, BRUCE KIMBALL, and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

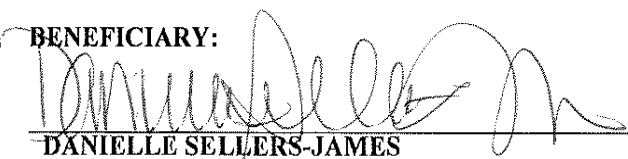
- (1) That said Mortgage Deed securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage Deed first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage Deed first above mentioned to the lien or charge of the Mortgage Deed in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage Deed first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Mortgage Deed 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 Mortgage Deed first above mentioned in favor of the lien or charge upon said land of the Mortgage Deed 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; and
- (d) An endorsement has been placed upon the Note secured by the Mortgage Deed first above mentioned that said Mortgage Deed has by this instrument been subordinated to the lien or charge of the Mortgage Deed in favor of Lender above referred to.

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.

**BENEFICIARY:**

  
 \_\_\_\_\_  
**DANIELLE SELLERS-JAMES**  
**OFFICER**  
**THIRD FEDERAL SAVINGS AND LOAN**  
**ASSOCIATION OF CLEVELAND**

**OWNER:**

  
 \_\_\_\_\_  
**VALERIE KIMBALL**

\_\_\_\_\_  
**BRUCE KIMBALL**

*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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- (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 with regard to the subordination of the lien or charge of the Mortgage Deed first above mentioned to the lien or charge of the Mortgage Deed in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage Deed first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Mortgage Deed 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 Mortgage Deed first above mentioned in favor of the lien or charge upon said land of the Mortgage Deed 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; and
- (d) An endorsement has been placed upon the Note secured by the Mortgage Deed first above mentioned that said Mortgage Deed has by this instrument been subordinated to the lien or charge of the Mortgage Deed in favor of Lender above referred to.

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**BENEFICIARY:**  
  
 DANIELLE SELLERS-JAMES  
 OFFICER  
 THIRD FEDERAL SAVINGS AND LOAN  
 ASSOCIATION OF CLEVELAND

**OWNER:**  
  
 VALERIE KIMBALL  
  
 BRUCE KIMBALL

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*No Oath or Affirmation was administered to the signer with regard to the notarial act.*

State of Ohio  
County of Cuyahoga

BEFORE ME, a Notary Public in and for said County and State, personally appeared Danielle Sellers-James, known to me to be an Officer of Third Federal Savings and Loan Association of Cleveland, and acknowledged that she did sign the foregoing instrument and that the same is her free act and deed this 10<sup>th</sup> day of February, 2022.

WITNESS my hand and official seal,



JEANNETTE A. NAUGHTON  
Notary Public  
State of Ohio  
My Comm. Expires January 16, 2026  
Signature of Notary Public  
My commission expires: Jan 16 2026

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## EXHIBIT "A"

**LOTS 17, 18 AND 19 IN EVANSTON-LINCOLNWOOD FOURTH ADDITION, BEING A SUBDIVISION OF LOTS 11-E AND 12 -B IN HAPP'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14 TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF, RECORDED JUNE 25, 1928 AS DOCUMENT 10067450, IN COOK COUNTY, ILLINOIS.**

Property of Cook County Clerk's Office