

4286439-215
**MORTGAGE SUBORDINATION
AGREEMENT**

By Corporation or Partnership

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2002-02-26 11:21:53

Cook County Recorder 43.50

Account Number: 81334341001

Date: January 25, 2002

Legal Description:

Unit 8-A-1 together with its undivided percentage interest in the common elements in Coagimines of Willow Bend Condominium as delineated and defined in the declaration recorded as Document Number 25259454, as amended from time to time, of Sections 5 and 8, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County.

P.I.N. #08-081220341065

Property Address: 4610 Calvert Drive #A1, Rolling Meadows, IL 60008

This Agreement is made this 25th day of January, 2002, by and between U.S. Bank National Association ND ("Bank") and Platinum Capital Corp ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated May 29, 2001, granted by Fernando Montalban and Amparo Montalban, husband and wife ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, on July 24, 2001, as Document No. 0010660336, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated JAN. 25, 2002, granted by the Borrower, and recorded in the same office on _____, 20____, as _____, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

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ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$119,789.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provide further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the

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