## MORTGAGE SUBORDINA NOFFICIAL COPY AGREEMENT

By Corporation or Partnership

**Account Number: 3000139599** 

Date: 8 day of December, 2004



Doc#: 0502105344

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds

Date: 01/21/2005 02:31 PM Pg: 1 of 2

**Legal Descriptic.1**. L')T 4 IN C.D. JOHNSON COMPANY'S WESTFIELD SUBDIVISION, A SUBDIVISION OF PART OF LOT 4 IN WILLOW PFINGS? EN SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #04-21-102-014-0000 Vol 0102

Property Address: 3726 Miller Drive, Glenview IL 60025

FIRST AMERICAN TITLE

ORDER # 78 44/64

This Agreement is made this 8 day of December, 2004, by and between US Bank National Association ND ("Bank") and National City Mortgage Co ("Reinancer").

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Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 14th an of March, 2003, granted by Vishal P Shah, Sejul Shah, and Usha P Shah ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book , Page , as Document 0310516016, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the Senior Mortgage") dated \_\_\_\_\_\_\_\_, 20\_\_\_\_\_, 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 \$317,000, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided 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 Property shall be subordinated of record of the lien of the Senior Mortgage.

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0502105344 Page: 2 of 2

## IN WITNESS THEREOF, this substitution Agreement's executed on the day and year first above stated.

**US Bank National Association ND** 

By:/Joseph Berenz

Title/Loan Operations Officer

STATE OF <u>Wisconsin</u>)
COUNTY OF <u>Winnebago</u>

The foregoing instrument was acknowledged before me this 8 day of December, 2004, by (name) Joseph Berenz, the (title) Loan Operations Officer of (bank name) US Bank National Association ND , national banking association under the laws of The United States of America, on Schalf of the association.

Carol Mooney, Notal v Public

My Commission Expires: 3/16/07

Prepared by: Jennifer Dreikosen