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# UNOFFICIAL COPY

## MORTGAGE SUBORDINATION AGREEMENT



By Corporation or Partnership

Doc#: 0627501083 Fee: \$26.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/02/2006 08:46 AM Pg: 1 of 2

Account Number: 8250165268

Date: 21 day of September, 2006

Legal Description: Lot 9 in Terrace Manor, a resubdivision of Lot 2 and the east 31 feet of Lot 1 in Dreyer's Subdivision of part of the southwest 1/4 of section 33, township 41 north, range 12 east of the 3<sup>rd</sup> principal meridian, in Cook County, Illinois.

P.I.N. #09-33-314-014-0000

Property Address: 2883 Eisenhower Dr.

This Agreement is made this 21 day of September, 2006, by and between US Bank National Association ND ("Bank") and JP Morgan Chase Bank, NA ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 18 day of January, 2006, granted by Mario Espinoza and Huberta Espinoza, husband and wife ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book , Page , as Document 0602721256, 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 0627501081, 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 \$246,500.00, 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.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

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US Bank National Association ND

Ann K. Gurno

By: Ann K Gurno  
Title: Loan Operations Officer

STATE OF Wisconsin  
COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this 21 day of September, 2006, by (name) Ann K Gurno,, 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 behalf of the association.

Shawna M Sheppard

Shawna M Sheppard, Notary Public  
My Commission Expires: 10/7/2007

Prepared by: Heidi Braatz

