



Doc#: 0803554098 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/04/2008 09:58 AM Pg: 1 of 3

This instrument prepared by, and
after recording return to:
Richard Moellering
LaSalle Bank National Association.
Retail Mortgage Dept. M0904-412
320 E. Big Beaver Rd.
Troy, Michigan 48083

PERMANENT INDEX NUMBER:
0110554110
Property Address:
6 N. May
Chicago, IL 60607

MORTGAGE SUBORDINATION AGREEMENT

Above 3x5 space for recorder use only

STATE OF ILLINOIS
County of Cook

Loan No.: 0110615580
Cenlar No.:

[Illinois MERS form]

THIS MORTGAGE SUBORDINATION AGREEMENT ("SUBORDINATION") is entered into this _____ day of _____, 2007, by Mortgage Electronic Registration Systems, Inc., solely as nominee for LaSalle Bank N.A., a national banking association whose address is 135 South LaSalle Street, Chicago, Illinois 60603 ("Subordinator").

RECITALS:

A. Thomas Cesario and Tracy Potter, husband and wife ("Borrower") is/are the fee simple owner(s) of the following property located in the City of Chicago, Cook County, Illinois (the "Property"):

PARCEL 1: UNIT 2-NE IN THE 6 NORTH MAY CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 25, 26 AND 27 IN RESUBDIVISION OF BLOCK 47 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0711015041, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO USE PARKING SPACE G 6, A LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0711015041.

PARCEL ID: 17-08-443-030-0000 and 17-08-443-031-0000

B. Borrower is the mortgagor and Subordinator is the mortgagee under a mortgage in the original amount of \$66,700.00 secured by the Property. The mortgage is dated August 17, 2007, and recorded August 20, 2007, as Document No. 0723241099 in the records of Cook County, Illinois (the "Subordinated Mortgage").

C. LaSalle Bank National Association, a national banking association, with an address at 135 South LaSalle Street, Chicago, Illinois 60603 ("LBNA"), intends to make a mortgage loan to Borrower in the principal amount of \$355,920.00 (the "Loan"), to be evidenced by a note and secured by a mortgage covering the Property, with Borrower as mortgagor and Mortgage Electronic Registration Systems, Inc., a Delaware corporation whose address is P.O. Box 2026, Flint, Michigan 48501-2026

UIS 90454

3

UNOFFICIAL COPY

(herein "MERS"), as nominee for LBNA and its successors and assigns as mortgagee (the "MERS Mortgage").

D. LBNA will only make the Loan to Borrower if the Subordinated Mortgage is made wholly subordinate to the lien of the MERS Mortgage.

E. Subordinator agrees that the MERS Mortgage will be prior and superior to the Subordinated Mortgage.

In consideration of the promises contained in this SUBORDINATION and for other valuable consideration, the Subordinator agrees as follows:

1. The Subordinated Mortgage and any and all advances and readvances secured by the Subordinated Mortgage, regardless of when the advances are made, are subject and subordinate to the lien of the MERS Mortgage and all amounts secured thereby. All renewals, modifications, increases or extensions of the Subordinated Mortgage are subject and subordinate to the lien of the MERS Mortgage. Advances made by LBNA to protect its security interest in the Property as provided in the MERS Mortgage ("Protective Advances") are prior to the Subordinated Mortgage. Future advances, other than Protective Advances, made by LBNA under the MERS Mortgage are subordinate to the lien of the Subordinated Mortgage.

2. Subordinator covenants and warrants that it has not assigned, conveyed or otherwise transferred its interest in the Property either on or before the date of this SUBORDINATION.

3. This SUBORDINATION shall bind and benefit the heirs, personal representatives, assigns and successors of the parties.

4. The MERS Mortgage shall be a secured lien on the Property prior and superior to Subordinated Mortgage whether Subordinated Mortgage is dated, executed, recorded or disbursed before or after the MERS Mortgage.

5. If LBNA is both the "Subordinator" and "LBNA" under this SUBORDINATION, then this SUBORDINATION shall be enforceable in accordance with its terms and shall act to establish the priority of the liens described herein.

6. The Subordinated Mortgage shall not be subordinated to any other lien or encumbrance on the Property other than the MERS Mortgage as set forth herein.

Executed on the date written above.

SUBORDINATOR:
LaSalle Bank N.A., a national banking association

By: *Richard Moellering*
Richard Moellering,
First Vice President

STATE OF Michigan)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me, a Notary Public, this 28th day of November, 2007, by Richard Moellering, a First Vice President of LaSalle Bank N.A., a national banking association, on behalf of the association.

Tamica Warren
Print Name of notary: TAMICA WARREN

TAMICA WARREN
Notary Public, Wayne County, Michigan
My Commission Expires 12-05-2007

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Notary Public, State of Michigan, County of WAYNE : Acting In Oakland County
My commission expires: 12/05/2007

LaSALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Richard Moellering
Richard Moellering,
First Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me, a Notary Public, this 28th day of November, 2007, by Richard Moellering, a First Vice President of LaSALLE BANK NATIONAL ASSOCIATION, a national banking association, or behalf of the association.

Tamica Warren
Print Name of notary: TAMICA WARREN
Notary Public, State of Michigan, County of: WAYNE, Acting In Oakland County
My commission expires: 12/05/2007

TAMICA WARREN
Notary Public, Wayne County, Michigan
My Commission Expires 12-05-2007

PROPERTY OF OAKLAND COUNTY CLERK'S OFFICE