# MORTGAGE SUBORDINATION FFICIAL COPY AGREEMENT

By Corporation or Partnership

Account Number: 463430340

Date: 12 day of March, 2008



Doc#: 0809435202 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/03/2008 11:41 AM Pg: 1 of 3

Legal Description: SEE ATTACHED SHEET, EXHIBT A

P.I.N. #14-33-314-015-Cu2

Property Address: 1707 n. Burling St. Chicago, IL 60614

This Agreement is made this 12 day of March 2008, by and between US Bank National Association ("Bank") and ING Bank, FSB, its successors or assigns ('Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dater 21 day of August, 2006, granted by Neeraj Jain and Rupal D Jain, wife and husband ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book , Page , as Document 0626415095, 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 \_\_\_\_\_\_\_\_\_, encurroering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Barik ous agreed to execute and deliver this Subordination Agreement.

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 \$1,500,000.00, 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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## **UNOFFICIAL COPY**

**US Bank National Association** 

By: Ann K Gurno

Title: Loan Operations Officer

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

The foregoing instrument was acknowledged before me this 12 day of March, 2008, by (name) Ann K Gurno, the (title) Loan Operations Officer of (bank name) US Fank National Association, national banking association under the laws of The United States of America, on behalf or the association.

Jennifer Dreikosen, Notary Public My Commission Expires: 10/17/2010

t's Office

Prepared by: Heidi Braatz



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### **UNOFFICIAL COPY**

### Exhibit A

Account #463430340 Jain, Neeraj and Rupal 1707 N Burling Street Chicago, IL 60614-5101

### Legal:

LO7 122 IN THE SUBDIVISION OF LOTS 9 TO 18, BOTH INCLUSIVE, THE WEST 1/2 OF LOT 19 AND ALL OF LOTS 20, 21 AND 22 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHT 5 OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 98675255, OF THE COOK COUNTY, ILLINOIS RECORDS.