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RECORDING REQUESTED BY:

Banco Popular 3000 Leadenhail Road Mount Laurel, NJ. 08054

Doc#: 0820050038 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 07/18/2008 02:01 PM Pg: 1 of 4

AND WHEN RECORDED MAIL TO: Banco Popular 3000 Leadenhall Road Mount Laurel, NJ. 08054

SUBORDINATION AGREEMENT

This Subordination Agreement is dated for reference May 15. 2008 and is between Pa k National Bank whose principal address is 28 W Madison St, Oak Park, IL 60302 (called "Imnior Lender") and

New Senior Cender's Name: Banco Popular

Senior Lender's Addiess:

3000 Leadenhall Road

Mount Laurel, NJ. 08054

MAIL TO: LAW TITLE INSURANCE 2700 OGDEN AVE, STE. 101

USE # 50532

(called "New Senior Lender)

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage of dead of trust (the "Security Instrument"):

Date of Note and Security Instrument: August 7, 2007

Borrower(s) Name(s) ("Borrowers"): Eduardo Guz na 1 and Silvia M. Guzman.

Husband and Wife, Tenants by the Entirety

Property Address: 4922 W. 28th Place, Cicero, IL 60804

Property Tax Number: 16-28-411-019

Recording Date: August 17, 2007 County: Cook Amount: Forty Seven Thousand and 00/100

Recording Number: 0722902200

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender in the original principal sum of <u>ONE HUNDRED</u> <u>NINETY THOUSAND SEVEN HUNDRED NINETY FIVE AND 24/100</u> (the "New Senior Security Instrument")

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

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In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declared as follows:

1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating ir, tien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal Law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Froperty or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Project Lender and Senior Lender. Any waiver, modification or notation of this Agreement must be in writing, excluded by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this agreement was recorded in the real estate record of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of the Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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NEW SENIOR LENDER: BANCO POPULAR
JUNIOR LENDER: PARK NATIONAL BANK
BY: Edward Adulhan EDWARD HOULIHAN VICE PRESIDENT
VICE PAESIDENT
STATE OF ILLINOIS
COUNTY OF COOK
On 5-15-08
before me, CANDICE ARNOLD,
Personally appeared EDWARD HOULIHAN
Personally known to me (or pic ved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her withorized capacity, and that by his/her signature is the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.
Caudiu And Signature of Notary Public
"OFFICIAL SEAL" Candice Arnold Notary Public, State of Illinois Notary Public, State of Illinois

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LEGAL DESCRIPTION:

LOT 19 IN BLOCK 2 IN H.W. FISHER'S ADDITION TO MORTON PARK IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: 16-28-411-019
4922 WEST 28TH PLACE, CICERO IL 60804
PLEASE NOTE: THE PROPERTY ADDRESS AND ZIP CODE ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT INSURED.