

UNOFFICIAL COPY

RECORDING REQUESTED BY:

Countrywide Bank FSB
1600 Golf Road Suite 600
Rolling Meadows, IL 60008



Doc#: 0829505091 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/21/2008 10:57 AM Pg: 1 of 4

AND WHEN RECORDED MAIL TO:

Countrywide Bank FSB
1600 Golf Road Suite 600
Rolling Meadows, IL 60008

FIRST AMERICAN TITLE
ORDER # 1855185

SUBORDINATION AGREEMENT

This Subordination Agreement is dated for reference September 24, 2008 and is between Park National Bank whose principal address is 28 W Madison St, Oak Park, IL 60302 (called "Junior Lender") and

New Senior Lender's Name: Countrywide Bank FSB

Senior Lender's Address: 1600 Golf Road Suite 600 Rolling Meadows, IL 60008 (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 deed of trust (the "Security Instrument"):

Date of Note and Security Instrument: October 19, 2005

Borrower(s) Name(s) ("Borrowers"): John C. Wisely and Dorna T. Wisely

Property Address: 940 Hillcrest Blvd. Hoffman Estates, IL 60169 *see legal attached*

Property Tax Number: 07-09-101-027

Recording Date: November 1, 2005 County: Cook

Amount: Sixty Six Thousand and 00/100

Recording Number: 0530526142

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 ONE HUNDRED THOUSAND AND 00/100 (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.

yhC

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:

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 25 IN BLOCK 238 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIX, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 07-09-101-027-0000 Vol. 0187

Property Address: 940 Hilcrest Boulevard, Hoffman Estates, Illinois 60195

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 its lien/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 Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior 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.

UNOFFICIAL COPY

NEW SENIOR LENDER: COUNTRYWIDE BANK FSB

JUNIOR LENDER: PARK NATIONAL BANK

BY: Edward Houlihan
EDWARD HOULIHAN
VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF COOK

On 9/24/08

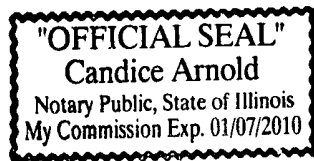
before me, CANDICE ARNOLD,

Personally appeared EDWARD HOULIHAN

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature in the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Candice Arnold Signature of Notary Public



(this area for notarial seal)