

Doc#: 0916603011 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/15/2009 09:52 AM Pg: 1 of 3

Prepared By: Nora Gonzalez – Banco Popular 9600 W Bryn Mawr Ave., 3rd fl. Rosemont, IL 60018

Rosemont, IL 60018

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SUBORDINATION AGREEMENT

Loan No.		9
Date:	4-24	, 2009

The parties agree as follows:

- 1. BANCO POPULAR NORTH AMERICA, a New York banking corporation having offices at 9600 W. Bryn Mawr, Rosemont, Illinois ("Existing Mortgagee") is the owner and holder of the following mortgage: Line of Credit Mortgage dated May 24, 2007 made by Dakila Arce, as mortgagor, to Banco Popular North America (the "Existing Mortgage") in the amount of \$20,000.00 with an account #8100550279.
- 2. The property which is the subject of the lien of the Existing Mortgage is known and designated as 1813 Raleigh Lane, Hoffman Estates, IL 60159 (the "Property") and is further described as follows:

SEE SCHEDULE "A" ANNEXED HERETO AND MADE PART HEREOF.

- 3. The owner of the Property is about to sign and deliver to National City Mortgage a division of National City Bank. ("New Mortgagee") the following mortgage: Mortgage dated 4-24-2001, made by, Dakila Arce, as mortgagor(s), to New Mortgagee, in the principal amount of \$179,923.00 (\$One Hundred Seventy Nine Thousand Nine Hundred Twenty Three and NO/100) and to be recorded in the Office of Cook County (the "Recorder's Office").
- 4. The New Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to the New Mortgage. In exchange for TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration and to induce New Mortgagee to accept the New Mortgage, the Existing Mortgagee agrees to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage.

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The Existing Mortgage lien shall be subordinated in the amount secured by the New Mortgage and interest and advances already paid and to be paid in the future under the New Mortgage. Examples of the advances are brokerage commissions, fees for making the loan, mortgage recording taxes, documentary stamps, fees for examination of title and surveys. Advances may be paid without notice to Existing Mortgage. The maximum amount of the lien of the Existing Mortgage that is subordinated is the amount secured by the New Mortgage and interest.

This Subordination Agreement shall apply to any extension, renewal or modification of the New Mortgage.

- 5. This Agreement cannot be changed or ended except in writing signed by both New Mortgagee and Existing Mortgagee.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois

IN WITNESS WHEREOF, the said Existing Mortgagee has duly executed this agreement the day and year first above written.

In Presence of:

BANCO POPULAR NORTH AMERICA

By: Mane: Sharon Dingee

Tile: Vice President Consumer Lending

COUNTY OF OVER) ss

On the Share day of prior of the satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Fig. Co. 1800 (1915) 45 (1916) Exercise: 1.022-200

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Exhibit "A" **Legal Description**

ALL THOSE CERTAIN PARCELS OF LAND SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL 1: LOT 8-15-4, EXCEPT THE NORTHERLY 1.05 FEET OF THE EASTERLY 4.73 FEET THEREOF AND ALSO THE SOUTHERLY 10.14 FEET OF THE WESTERLY 28.70 FEET OF LOT 8-15-5 AND ALSO THE NORTHERLY 1.02 FEET OF LOT 8-15-3, ALL IN BARRINGTON SQUARE UNIT 8, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST 1/4 OF SECTION 7, AND THE NORTHWEST 1/4 OF SECTION 8. TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS DEFINED IN THE DECLARATION RECORDED September 30TH, 1976 AS DOCUMENT NUMBER 23656348 IN COOK COUNTY. Coot County Clart's Office ILLINOIS.

Tax ID: 07-07-200-234