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### Wintrust Mortgage Corporation I.S.A.O.A.

This instrument was prepared by: Beverly Bank & Trust Company N.A. Cara Hoff 10258 S. Western Avenue Chicago, IL 60643

After recording return to: Beverly Bank & Trust Company N.A. 10258 S. Western Avenue Chicago, IL 60643 Doc#: 0929607051 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds

Date: 10/23/2009 11:44 AM Pg: 1 of 3

#### **REAL PROPERTY SUBORDINATION AGREEMENT**

20RROWER	GRANTOR
JOON HEE LEE	JOON HEE LEE
HEE SOOK LEE	HEE SOOK LEE
ADDRES\$	ADDRESS
48 HORSESHOE LANE	48 HORSESHOE LANE
LEMONT, IL 60439	LEMONT, IL 60439
CREDITOR: Beverly Bank & Trust Company N.A.	
10258 S. Western Avenue	
Chicago, IL 60643	

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and security interests and agree as follows:

1. CREDITOR'S SECURITY INTEREST. Creditor owns and holds a Note and related Mortgage, which Mortgage was dated MAY 8, 2008 and recorded on MAY 19, 2008 as Document No. 0814033236 in the office of the Recorder of Cook County, Illinois, uncumbering the following described real property, all present and future improvements and fixtures located increin (the "Property):

LOTS 148 AND 149 IN EQUESTRIAN ESTATES UNIT 11, BEING A RESUSDIVISION OF PART OF EQUESTRIAN ESTATES UNIT 5 AND A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 48 HORSESHOE LANE, LEMONT, IL 60439

Permanent index Number(s): 22-24-301-008-0000 & 22-24-301-009-0000

2. LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT. Borrower has requested a \$407,000.00 loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrower's defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

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- 3. SUBORDINATION OF CREDITOR'S SECURITY INTEREST. Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property.
- **4. PRIORITY OF SECURITY INTERESTS.** The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.
- 5. WAIVER OF LIMITATIONS. Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshall any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the censent of Creditor and without affecting any of Lender's rights under this Agreement.
- 6. DOCUMENTATION AND NON-INTERFERENCE. Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.
- 7. **TERMINATION.** This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.
- **8. EFFECT ON BORROWER AND THIRD PARTIES.** This Agreement will not affect the enforceability and priority of Creditor's and Lengier's security interests in the Property and rights against the Borrower, Grantor, or any third party except as sec forth herein.
  - 9. REPRESENTATIONS WARRANTIES. Circuitor represents and warrants to Lender that:
    - a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor she not assign or transfer to others any claim that Creditor has or may have in the Prope by while any indebtedness of Borrower to Lender remains unpaid without the express writen consent of the Lender;
    - b. Creditor has obtained all consents and approvals reded to execute and perform its obligations under this Agreement;
    - c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
    - d. Creditor has conducted an independent investigation of Borrov er's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.
- **10. ASSIGNMENT.** Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.
- 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- **12. SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
- **13. NOTICE.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

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- 14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.
- 15. ATTORNEY'S FEES. Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.
- 16. JOINT AND SEVERAL. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.
- 17. INTEGRATION. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.
  - 18. ADDIZIONAL TERMS.

Creditor has read, understands, and agrees to the terms and conditions of this Agreement.

DATED: October 1, 2009

CREDITOR: Beverly Bank & Trust Company N.A.

Thomas Munoz

TITLE: Senior Vice President

Attest:

Barbara Krueger

TITLE: Consumer Loan Officer

**LENDER: Wintrust Mortgage Corporation** 

STATE OF ILLINOIS)

COUNTY OF COOK)

JUNIT C/61 I, the undersigned in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Thomas Munoz personally known to me to be the Senior Vice President, of the Beverly Sank & Trust Company N.A., an Illinois corporation, and Barbara Krueger personally known to me to be the Cor sumer Loan Officer of Beverly Bank & Trust Company N.A., an Illinois Corporation, personally known in me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in day in person and severally acknowledged that as such Senior Vice President and Consumer Loan Officer, signed and delivered the said instrument as the aforesaid Officers of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 1st day of October, 2009

**Notary Public** 

Commission expires:

"OFFICIAL SEAL" Davio J Conway Notary Public, State of Illinois

My Commission Expires 06/06/2012