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Doc#: 0932326144 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/19/2009 09:57 AM Pg: 1 of 3

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:
Old Second National Bank
Loan Servicing Department
37 S. River St.
Aurora, IL 60506

CTI 8483473 AH

SUBORDINATION AGREEMENT

Loan # 72012689

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This Subordination Agreement is dated for reference November 11, 2009 and is between

Old Second National Bank whose
Principal address is 37 S. River St. Aurora, IL 60506
(called "Junior Lender") and

New Senior Lender's Name:
OLD SECOND NATIONAL BANK

Senior Lender's Address:
37 S. RIVER ST. AURORA, IL 60506
(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 or deed of trust (the "Security Instrument"):
Date of Note and Security Instrument: OCTOBER 9, 2007

Borrower(s) Name(s) ("Borrowers"): TIMOTHY J VINCENT AND JANICE S. DZIAGWA
Property Address: 1625 FREEMAN ROAD, HOFFMAN ESTATES, ILLINOIS
Legal Description of real property secured by Security Instrument ("Property"):

LOT 219 IN CHARLEMAGNE UNIT 2B BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Number: 02-30-111-018-0000
Recording Date: 10/16/07 County: COOK Amount: \$ 51,200.00
Recording Number: 0728926084 Book: _____ Page: _____

BOX 333-CT

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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, not to exceed the original principal sum of \$ 400,000.00 (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 in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares 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 Lender's New Senior Security Instrument and all obligations it secures. Junior Lender irrevocably consents to and approves the recordation of the New Senior Security Instrument and the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Senior 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 Senior 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 New Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed 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 records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

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8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 60 days of the reference date first written above.

JUNIOR LENDER: OLD SECOND NATIONAL BANK

BY: *Karen Signorella*

NAME: KAREN A. SIGNORELLA

TITLE: VICE PRESIDENT

**STATE OF ILLINOIS
COUNTY OF KENDALL**

ON NOVEMBER 6, 2009 BEFORE ME, KIMBERLY S. STONECIPHER

PERSONALLY APPEARED KAREN A. SIGNORELLA

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

WITNESS my hand and official seal.

Kimberly S. Stonecipher SIGNATURE OF NOTARY PUBLIC

