

Subordination of Mortgage

This instrument is made as of

April 2, 2010, by Citywide Finance, L.L.C.
having its principal place of business at
2126 S. 18h Avenue, Suite G, Broadview,
IL 60155

6485222

RECITALS

A. Lienholder is the holder of a note secured by a mortgage (the "Second Mortgage") on the Mortgaged Property, dated February 7, 2006, executed by U.S. Bank, N.A. MTA DTD October 28, 2002, AKA Trust #7662, & NOT PERSONALLY BUT AS TRUSTEE and recorded on February 10, 2006, as document #0604146104 as instrument, in the real estate records of Cook County, Illinois, pertaining to the real estate located at 118 South Clinton, Oak Park, IL 60302 and further described as follows (the "Mortgaged Property"):

LOT 3 IN VAN KUEREN'S SUBDIVISION OF LOTS 30 AND 31 IN THE RESUBDIVISION OF LOTS 1 TO 11 INCLUSIVE IN GEORGE W. SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBER(S): 16-07-304-003-0000

B. The Second Mortgage held by Lienholder is junior and subordinate to a mortgage (the "First Mortgage") held by Bank of America formerly Countrywide Home Loans Inc. on the Mortgaged Property.

The owner ("Owner") of the mortgaged Property desires to refinance the First Mortgage loan on the Mortgaged Property. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lienholder agrees as follows:

1. The Second Mortgage held by Lienholder shall be subject and subordinate to a new mortgage ("New Mortgage") securing a loan originated by Bank of America pertaining to the Mortgaged Property and securing a note in an original principal amount not to exceed 120,000 Dollars (\$), bearing interest at a rate not to exceed 5.375 percent per annum, and made primarily for the purpose of refinancing the First Mortgage loan.

2. Lienholder acknowledges that Bank of America is relying on this instrument in making the loan secured by the New Mortgage. Lienholder agrees that the New Mortgage shall have the same validity, priority, and effect as if executed, delivered and recorded prior to the date of the Second Mortgage, provided, however, that nothing in this instrument shall in any way alter, change or modify the terms and conditions of the Second Mortgage, or in any way release or affect the validity or priority of the Second Mortgage, except as provided herein.

Entered this 12 day of MAY, 2010.

By: _____ Name: _____ Title: _____

STATE OF Illinois, County of PuPAGE ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. Walter Kubiesa personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposed therein set forth, as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

Given under my hand and official seal, this 12 day of MAY, 2010.
Commission expires 10.17.2013

This instrument was prepared by Citywide Finance, L.L.C. 2126 S. 18th Ave., Ste. G, Broadview, IL 60155



UNOFFICIAL COPY

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF ILLINOIS, COUNTY OF COOK, CITY OF OAK LAWN**, and described as follows:

LOT 94 IN RAYMOND L. LUTGERT'S FOURTH ADDITION TO OAKDALE, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN # 24-09-325-018-0000



KU31629

42148306

IL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

Property of Cook County Clerk's Office