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Cook County Recorder of Deeds Date: 08/04/2010 10:58 AM Pg: 1 of 6

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Prepared by Andrew Holland Mortgage Electronic Registration Systems Inc 4500 Prick Grananda Calabasas, CA 91302

LSI # 9046(67

#### SUBORDINATION AGREEMENT

Grantor:

fortgage E<sub>3</sub>.

JPMORGAN CHASE .

14-29-210-047-1002

Grantee:

Parcel/ Tax ID #

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SUBCRDINATION AGREEMENT

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NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

#### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Thirteenth day of July, 2010, by Mortgage Electronic Registration Systems Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, DOUGLAS PICARIELLO executed and

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$98,750.00 dated 06/27/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0719440031, in the records of COOK County, State of Illinois, as security for a loan (the "Existing at Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 3047 N KENMORE AVE # 2F, CHICAGO, IL 60657 and further described on Exhibit "A," attached.

WHEREAS, DOUGLAS PICARIELLO ("Borrower") executed and delivered to JP Morgan Chase Bank, N.A., ("Lender"), a lend of trust/mortgage in the principal amount not to exceed \$291,977.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of COOK County, State of Illinois as security for a loan (the "New Loan");

WHEREAS, it is a condition p ecceuent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times; lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuine, Loan; and

WHEREAS, Lender is willing to make said 'oan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan slall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledge 1, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as 10120ws:

- (I) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

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That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancal, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and a proves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to me application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreement shall not defeat the subordination herein made in whole or in part; and
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAL A FORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Mortgage Flectyonic Registration Systems Inc.

Andrew Holland, Vice President

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CORPORATE ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned a Notary Public on this day personally appeared Andrew Holland known to me (or proved to me on the oath of Vice President), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13 day of July, 2010.

(Personalized Seal)

Notary
Public
My Comm. Exp.
Apr. 16, 2011

(Motary Public, State of North Carolina)

Dixie L. Pranker

(Print Name of Notary Public here)

My commission expires the 16<sup>th</sup> day of April, 2011

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Order No.: Loan No.: **9046667** 1547323300

#### Exhibit A

The following described property:

Parcel 1: Unit 2F in the 3045-47 North Kenmore Avenue Condominium, as delineated on a survey of the following described real estate: Lots 42 and 43 in subdivision of Block 8 of Outlots 2 and 3 of Canal Trustees' Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as exhibit "B" to the declaration of Condominium recorded as Document 91222702, together with its Endivided percentage interest in the common elements.

Parcel 2: The exclusive use to the use of Parking Space P2F, a limited common element as delineated on the survey attached to the declaration recorded as Document 91222702.

Assessor's Parcel No: 14-29-210-047-1002