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SUBORDINATION

OF MORTGAGE

AGREEMENT

Doc#: 1028717040 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 10/14/2010 01:56 PM Pg: 1 of 3



10WR 16483

This Agreement is by and between <u>Bank of America</u> NA (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

<u>TIMOTHY J ROHR</u> (collectively "Bor.over") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$239,500.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property is described on **Exhibit "A"** attached hereto (the "Premises"):

<u>Definitions</u>. The following words shall have the tou wing meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premises dated <u>04/02/2007</u> and recorded in COOK County, Illinois as Document No. <u>0710149141</u>, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$30,800.00.

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDEP. IN THE PRINCIPAL AMOUNT OF \$239,500.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT. FIRST AMERICAN BANK WILL SUBORDINATE TO THE BALLOON TERM AND THE RESET OPTION OF THE BALLOON.

<u>Default By Borrower</u>. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

<u>Duration and Termination</u>. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.



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Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of August 24, 2010

FIRST AMERICAN BANK	[LENDER],
By: Name: Nick Seijo Title: Subordination Specialist Address: 80 Stratford Drive Bloomingdale, II 50108	By: Name: Title: Address:
STATE OF ILLINOIS)) SS.	
COUNTY OF DUPAGE)	

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Nick Seijo personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledge. That he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, August 24, 2010

OFFICIAL SEAL
JOSEPH M. RESLER
Notary Public - State of Illinois
My Commission Expires Oct 03, 2010

STA'S OFFICE

Notary Public

Joseph M Resler

THIS INSTRUMENT PREPARED BY: Nick Seijo

80 Stratford AR

Bloomingdale IL 40108

FIRST AMERICAN BANK

Loan Operations 201 S. State Street Hampshire IL 60140

Mail To:

RETURN TO: WORLDWIDE RECORDING, INC. 9801 LEGLER RD LENEXA, KS 66219 1-800-316-4682

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LEGAL DESCRIPTION (Exhibit A)

10NL27677

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 4 IN PLOCK 2 IN MERRILL'S HOME ADDITION TO PALATINE, A SUBDIVISION OF THE EAST HALF OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MEPIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 29, 1926, AS DOCUMENT 9185524, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, GENERAL TAXES FOR THE YEAR 2005 AND SUBSEQUENT YEARS INCLUDING TAXES WHICH MAY ACCRUE BY REASON OF NEW OR ADDITIONAL IMPROVEMENTS DURING THE YEAR(S).

BEING THAT PARCEL OF LAND CONVEYED TO TIMOTHY J ROHR AND LORI ROHR, HUSBAND AND WIFE, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY FROM PATRICK J. FINIS, MARRIED TO KATHLEEN FINIS, AS TO AN UNDIVIDED ONE HALF INTERES (, AND PATRICK J. FINIS AND MARTIN W. FINIS, AS SUCCESSOR CO-TRUSTEES OF THE MEUJDA A. FINIS DECLARATION OF TRUST DATED FEBRUARY 18, 1998, AS TO AN UNDIVIDED ONE HALF INTEREST, AS TENANTS IN COMMON BY THAT DEED DATED 02/09/2007 AND RECORDED 04/11/2007 IN DEED DOCUMENT NUMBER 0710149138, OF THE COOK COUNTY, IL PUBLIC REGISTRY. -/e/4's Office

Tax Id: 02-23-204-014-0000