UNOFFIC

SUBORDINATION

OF MORTGAGE

AGREEMENT

1030746059 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/03/2010 11:42 AM Pg: 1 of 3



This Agreement is by and between JPMorgan Chase Bank NA (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

MICHAEL D REYNAERT and ANNE REYNAERT (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or lear, in the maximum principal amount of \$382,000.00 to be secured by a mortgage, trust deed or other security interest from Berrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):

<u>Definitions</u>. The following words shall have the following 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 4/18/2007 and recorded in COOK County, Illinois as Document No. 0711742134, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$25,000.00.

"New Lien" means that certain Mortgage affecting the Premises dated 10-25-2020 made by Borrower to Lender to secure a certain Note in the principal amount of \$382,000.00, with interest at the rate of 5-2% per annum, payable in monthly installments of \$2108.15 on the first day of every month beginning 12-01-201 and continuing until 11-01-2040 on which date the entire balance of principal and interest remaining unpaid shall be due and payable.

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 LENDER IN THE PRINCIPAL AMOUNT OF \$382,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGACE JY 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 I IEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. 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.





1030746059 Page: 2 of 3

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 October 22, 2010

FIRST	A M	IER'	ICAN	RΔ	NK

Name: Megan Duginski

Title: Coan Processo

Address: 80 Stratford Drive

Bloomingdale, L 60108

[LENDER]

By:

Name: Title:

Address

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Megan Duginski 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 acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First Air rican Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, October 12, 2010

OFFICIAL SEAL LYNDA SABANI

Notary Public - State of Illinois My Commission Expires Feb 15, 2014 C/O/A/SO/A/SO/A/SO

THIS INSTRUMENT PREPARED BY Megan Duginski

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140

1030746059 Page: 3 of 3

INOFFICIAL C FIDELITY NATIONAL TITLE INSURANCE COMPANY



203 N. LASALLE ST. #2200, CHICAGO, ILLINOIS 60601

PHONE: (312) 621-5000 (312) 621-5033

ORDER NUMBER:2010

011011324

FAX:

STREET ADDRESS: 864 N PAULINA ST UNIT 1

CHF

CITY: CHICAGO

TAX NUMBER: 17-06-430-072-1001

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 1 IN THE 864 NORTH PAULINA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE NORTH 1/2 OF LOT 13 IN BLOCK 19 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0020957963, TOGETHER WITH ITS UNDIVIDED PERCENTACE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE P-1 AND S-1 LIMITED COMMON ELEMENTS AS DELINEATED ON THE L. ECLA.

OFFICE

OFFI SURVEY ATTACHED TO THE AFORESAID DECLARATION OF CONDOMINIUM.