

3rd

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Doc#: 1032256003 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/18/2010 09:01 AM Pg: 1 of 6

This Instrument was prepared by ~~and~~  
~~when recorded return to:~~

JPMorgan Chase Bank, NA  
Business Banking Loan Servicing  
KY-1-2514  
P.O. Box 23035  
Louisville, KY 40232-9891

MAIL TO:

LAKESHORE TITLE AGENCY  
1301 E. HIGGINS RD  
ELK GROVE VILLAGE, IL 60007

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE ONLY

PIN: 02-11-711-004

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into as of this 26<sup>th</sup> day of October, 2010, by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (hereinafter together with its successors and assigns, referred to as "Junior Lienholder"), and JPMORGAN CHASE BANK, N.A. (hereinafter together with its successors and assigns, referred to as "JPMorgan Chase").

## WITNESSETH,

WHEREAS, JPMorgan Chase is the Mortgagee under that certain Mortgage (as the same may from time to time be amended, modified or supplemented, the "JPMorgan Chase Mortgage") dated as of October 28<sup>th</sup>, 2010 from Little City Foundation (the "Borrower") encumbering, among other things, that certain real estate legally described in *Exhibit A* attached hereto and made a part hereof (the "Real Estate") and securing the payment and performance of the "indebtedness hereby secured" described in the JPMorgan Chase Mortgage:

WHEREAS, Borrower and The Bank of New York Mellon Trust Company, N.A. (as successor to American National Bank and Trust Company of Chicago) entered into that certain Junior Mortgage dated February 1, 1994, recorded on March 9, 1994 in Cook County, Illinois, as Document Number 94214493, encumbering the Real Estate, as amended and supplemented by that certain Second Supplemental Mortgage and Security Agreement dated January 1, 1997, recorded on December 9, 1997, in Cook County, Illinois, as Document Number 97925033 encumbering the Real Estate, (as such instruments may from time to time be amended, modified or supplemented further, collectively, the "Junior Lienholder Mortgage");

WHEREAS, JPMorgan Chase has requested the execution of this Agreement to subordinate the Junior Lienholder Mortgage lien with respect to the Real Estate to the lien of the JPMorgan Chase Mortgage lien.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of Ten Dollars (\$10.00) by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Notwithstanding the time or order of recording of any mortgage, the Junior Lienholder Mortgage and the terms and provisions thereof and the rights of Junior Lienholder thereunder are and shall continue hereafter to be subordinate and junior to the JPMorgan Chase Mortgage and the rights of JPMorgan Chase.

2. In the event of a default by the Borrower under the Junior Lienholder Mortgage, Junior Lienholder will give JPMorgan Chase written notice of such default at the address of JPMorgan Chase as set forth in Section 3 below.

3. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown below or to such other and different address as JPMorgan Chase and Junior Lienholder may designate pursuant to a written notice sent in accordance with the provisions of this Section as follows:

If to JPMorgan Chase: JPMorgan Chase Bank, N.A.  
Elk Grove Business Banking LPO  
100 East Higgins Road, Floor 02  
Elk Grove Village, IL 60007  
Attention: Helen E. Kim

If to Junior Lienholder: The Bank of New York Mellon Trust Company,  
N.A.  
2 North LaSalle Street, Suite 1020  
Chicago, IL 60602  
Attention: Merci F. Stahl

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

6. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

JPMORGAN CHASE BANK, N.A.

By *Helen King*  
Name *Helen King*  
Its *Vice President*

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By *Merci Stahl*  
Name *MERCI STAHL*  
Its *Authorized Officer*

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STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

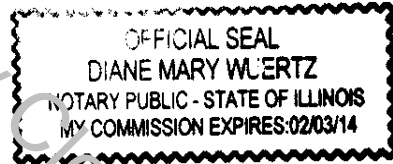
On this 24<sup>th</sup> day of October in the year 2010, before me, Diane Mary Wertz, a notary public in and for the above State, personally appeared Teri Stahl, who, being duly sworn, did say that he/she is the Authorized Officer of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A, and that said instrument was signed on behalf of said party and acknowledged to me that such party execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year in this certificate first above written.

(SEAL)

Diane Mary Wertz  
Notary Public

My Commission Expires: \_\_\_\_\_



NOTARY PUBLIC CLERK'S OFFICE OF COOK COUNTY

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

On this 28 day of October, in the year 2010, before me,  
Nancy Kim, a notary public in and for the State of Illinois,  
personally appeared Helen Kim, known to me to be the  
person who executed the within instrument on behalf of JPMORGAN CHASE BANK, N.A., as its  
VP, and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day  
and the year in this certificate first above written.



A handwritten signature in black ink, appearing to be 'Nancy Kim', written over a horizontal line.

Notary Public

My Commission Expires: \_\_\_\_\_

Clerk of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

**LOT 4 IN PEPPER TREE FARMS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1970 AS DOCUMENT 21174920 IN COOK COUNTY, ILLINOIS.**

**Commonly known as: 1015 PLUM GROVE ROAD, PALATINE, IL, 60067**

**PIN: 02-11-511-004**

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