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MORTGAGE SUBORDINATION AGREEMENT

CTIUS50428214

By Corporation or Partnership

210041753147

Account Number: 5610

Date: 27 day of September, 2010



Doc#: 1032235218 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2010 12:48 PM Pg: 1 of 3

Legal Description: See attached legal

P.I.N. #03-23-118-011-0000

Property Address: 441 S. Highland Ave., Arlington Heights, IL 60005

This Agreement is made this 27 day of September, 2010, by and between US Bank National Association ND ("Bank") and U.S. BANK N.A. ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 27 day of September, 2009, granted by Alison M. Smazik and Matthew D. Smazik, Wife and Husband ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book _____, Page _____, as Document 003505104, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated October 28, 2010, granted by the Borrower, and recorded in the same office on October 19, 2010, as 1032235217, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$258,000.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

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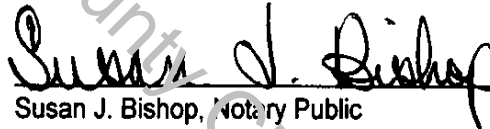
US Bank National Association ND



By: Ann K Gurno
Title: Loan Operations Officer

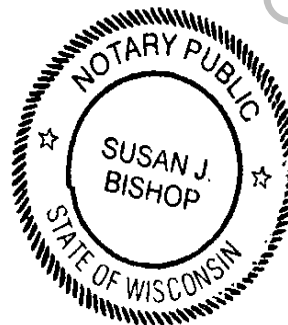
STATE OF Wisconsin)
COUNTY OF Winnebago)

The foregoing instrument was acknowledged before me this 27 day of September, 2010, by (name) Ann K Gurno, the (title) Loan Operations Officer of (bank name) US Bank National Association ND, national banking association under the laws of The United States of America, on behalf of the association.



Susan J. Bishop, Notary Public
My Commission Expires: 1/22/2012

Prepared by: Nikki Zweiger - bg



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 US1504282 LS
STREET ADDRESS: 441 S. HIGHLAND AVENUE
CITY: ARLINGTON HEIGHTS **COUNTY:** COOK
TAX NUMBER: 03-32-118-011-0000

LEGAL DESCRIPTION:

LOT 14 IN BLOCK 5 OF ARLINGTON ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF LOT 12 (EXCEPT THE NORTH 2 1/2 CHAINS OF THE EAST 2.0 CHAINS THEREOF) IN SECTION 32 IN THE ASSESSOR'S DIVISION OF SECTIONS 29, 30, 31 AND 32 IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office