



Doc#: 1101103057 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/11/2011 10:26 AM Pg: 1 of 5

SUBORDINATION

5 OF MORTGAGE

AGREEMENT

Recording Requested by &  
When Recorded Return To:  
Indecomm US Recordings  
2925 Country Drive  
St. Paul, MN 55117

55357531  
896257



This Agreement is by and between JP Morgan 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:

ROSEMARIE CICHY (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$133,700.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):

**Definitions.** 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 9/16/2006 and recorded in COOK County, Illinois as Document No. 0627915115, 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 11/11/2010, made by Borrower to Lender to secure a certain Note in the principal amount of \$133,700.00, with interest at the rate of \_\_\_\_\_ % per annum, payable in monthly installments of \$ \_\_\_\_\_ on the first day of every month beginning \_\_\_\_\_ and continuing until \_\_\_\_\_ 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 \$133,700.00 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.

**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.

**Duration and Termination.** 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.

Rec - 1-11-11 / Doc. # 1101103056

Y  
5  
N  
Y  
Y  
N  
Y  
N

# UNOFFICIAL COPY

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 December 15, 2010

**FIRST AMERICAN BANK**

**[LENDER]**

By: Nick Seijo  
Name: Nick Seijo  
Title: Subordination Specialist  
Address: 80 Stratford Drive  
          Bloomington, IL 60108

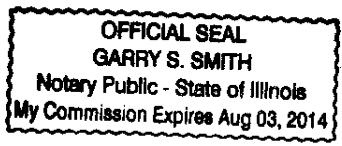
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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 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 American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, December 15, 2010

Garry S. Smith  
Notary Public     Garry S. Smith



THIS INSTRUMENT PREPARED BY: Nick Seijo

Mail To: ↓  
FIRST AMERICAN BANK  
Loan Operations  
201 S. State Street  
Hampshire IL 60140

# UNOFFICIAL COPY

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IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of December 15, 2010

**FIRST AMERICAN BANK**

By: Nick Seijo  
 Name: Nick Seijo  
 Title: Subordination Specialist  
 Address: 80 Stratford Drive  
 Bloomington, IL 61708

**[LENDER]**

By: JPm Chase Bank NA  
 Name: Becki Hajdok  
 Title: AVP  
 Address: \_\_\_\_\_

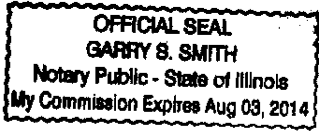
STATE OF ILLINOIS     )  
                                       ) SS.  
 COUNTY OF DUPAGE    )

Becki Hajdok  
 -see next page for completed  
 ack.-

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Given under my hand and notarial seal this day, December 15, 2010

Garry S. Smith  
 \_\_\_\_\_  
 Notary Public



THIS INSTRUMENT PREPARED BY: Nick Seijo  
 ↓  
 Mail To:  
 FIRST AMERICAN BANK  
 Loan Operations  
 201 S. State Street  
 Hampshire IL 60140

County Clerk's Office

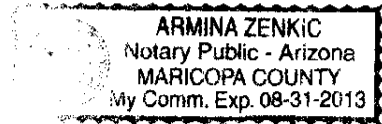
# UNOFFICIAL COPY

### ACKNOWLEDGMENT

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS

On December 15<sup>th</sup>, 2010 before me, by Becki Hajduk, of ALP, a JPM CHASE BANK N.A. corporation personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Armina Zenkic  
Notary Public, County of Maricopa, Acting in 12/15/2010 County.  
State of ARIZONA  
My commission expires 8/31/2013  
Armina Zenkic



### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On \_\_\_\_\_, 2010 before me, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_, Acting in \_\_\_\_\_ County.  
State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

# UNOFFICIAL COPY

## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 12-22-102-024-0000

Land Situated in the County of Cook in the State of IL

LOT 40 IN FRANK-LON HOMES, INC., UNIT 4 BEING A SUBDIVISION OF THAT PART LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO, MINNEAPOLIS AND SAULT ST. MARIE RAILWAY COMPANY OF THE SOUTH ½ OF THE SOUTH ½ OF THE N.W. FRACTIONAL ¼ OF FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9506 DAVIS STREET , FRANKLIN PARK, IL 60131



+U01732251+

1634 12/27/2010 76875305/2