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MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 16th of December, 2010 by Heritage Bank of Schaumburg, ("Subordinating Party"), and is being given to Perl Mortgage, Inc., its successors/and or assigns. as their respective interests may appear ("Lender"),

RECITALS

1. LENDER is making a mortgage to:

Doc#: 1103256009 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 02/01/2011 09:49 AM Pg: 1 of 3

certain premises with a property address of 431 Adams Avenue, Glencoe, Illinois 60022 which premises are described below ("Property"):

LOT 15 IN BLOCK 4 IN CULVER AND JOHNSON'S ADDITION TO GLENCOE, A SUBDIVISION OF THE WEST 37.48 ACRES (EXCEPT THE STREET SOUTH AVENUE) PART OF THE NORTHWEST QUARTEL OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.:

05-07-401-016-0000

- 2. Borrower is the present owner of the resperty or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage in the sum of \$412,000.00 with a loan number of <u>PMI037684</u> in favor of the Lender.
- 3. Subordinating Party now owns or holds an interest in the mortgagee of the Property pursuant to the provisions of that certain Mortgage dated February 5, 2010, recorded on February 22, 2010 as Document Number 1005335118, in the County of Cook, State of Illinois in the amount of \$250,000.00.
- 4. Lender is willing to make such loan to Borrower provided that Lender obtains a first lien on the Property and that the Subordinating Party unconditionally subordinates the lien of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other 30 od and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution are recordation of the Subordinating Party's Mortgage.

Subordinating Party further agrees that:

Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage, including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

Return to:
SUCCESS TITLE SERVICES, INC
100 Skokis Blvd Slo. 380 292

STS10-0323/



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This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successor and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first written above written.

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Heritage Bank of Schaumburg ("Subordinating Party")
Jan
By: Gregory M. Auflolo
Its: Executive Vice resident
STATE OF ILLINOIS)) SS
COUNTY OF COOK)
On this 16th day of December, 2010, a North Public in and for said County, personally appeared to me, Gregory M. Ruffolo personally known to nie to be the Executive Vice President of Heritage Bank of Schaumburg, and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.
Witness my hand and notarial seal the day and year above v rit en.
Senda Jacober "OFFICIAL SEAL" Notary Public Linda Gaeding
My commission expires: 7-13-13 Notary Public, State of Illinois No commission Expires July 13, 2013

SOFFICE

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Success Title as an Agent for Chicago Title

Commitment Number: STS10 03231

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Jand 16

JT 15 IN BLOCK
//EST 37.48 ACRES
-/HE SOUTHEAST 1/4 C
MERIDIAN, IN GOCK COUK

PIN: 05-07-405-016 0000

Control

Control WEST 37.48 ACRES (EXCEPT THE STREET SOUTH AVENUE) PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL

ALTA Commitment Exhibit A