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FOR THE PROTECTION OF THE OWNER, THIS SUBORDINATION SHALL BE FILED WITH THE RECORDER OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE WAS FILED.

Doc#: 1115749026 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2011 12:11 PM Pg: 1 of 4

RECEIVED VOF
RETURN TO
SPECIALTY TITLE SERVICE, INC.
1375 REMINGTON RD., SUITE K
SCHAUMBURG, IL 60173
Phone: 847-884-6734
Fax: 847-894-7718

REAL PROPERTY SUBORDINATION AGREEMENT

BORROWER	GRANTOR
Bharat P. Shukla Malti R. Shukla	Bharat P. Shukla and Malti R. Shukla, husband and wife as tenants by the entirety
ADDRESS	ADDRESS
1742 N. Winnebago Ave, #B Chicago, IL 60647-5401	1742 N. Winnebago Ave, #B Chicago, IL 60647-5401
CREDITOR: St. Charles Bank & Trust Company 411 W. Main Street St. Charles, Illinois 60174	

For valuable consideration, the receipt and sufficiency of which is acknowledged, St. Charles Bank and Trust Company (the "Creditor") and Fifth Third Mortgage Company (the "Lender") resolve the priority of their debts and security interests and agree as follows:

- CREDITOR'S SECURITY INTEREST.** Creditor owns and holds a Home Equity Line of Credit Agreement and related Mortgage, which Mortgage was recorded on 5/18/2010 as Document No. 1013833099 in the office of the Recorder of Cook County, Illinois, encumbering the following described real property, all present and future improvements and fixtures located herein (the "Property"):

SEE ATTACHED EXHIBIT A

Address of Real Property: 1742 N. Winnebago Ave., #B, Chicago, IL 60647-5401

Permanent Index Number(s): 14-31-319-039

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2. LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT. Borrower has requested a \$413,680.00 loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrower's defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

3. SUBORDINATION OF CREDITOR'S SECURITY INTEREST. Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property.

4. PRIORITY OF SECURITY INTERESTS. The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.

5. WAIVER OF LIMITATIONS. Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshal any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.

6. DOCUMENTATION AND NON-INTERFERENCE. Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.

7. TERMINATION. This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

8. EFFECT ON BORROWER AND THIRD PARTIES. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.

9. REPRESENTATIONS WARRANTIES. Creditor represents and warrants to Lender that:

- a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
- b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
- c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
- d. Creditor has conducted an independent investigation of Borrower's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.

10. ASSIGNMENT. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

12. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

13. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.

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15. **ATTORNEY'S FEES.** Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

16. **JOINT AND SEVERAL.** If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

17. **INTEGRATION.** This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

18. **ADDITIONAL TERMS.**

Creditor acknowledges that Creditor has read, understands, and agrees to the terms and conditions of this Agreement.

DATED: April 18, 2011

LENDER:
American Portfolio Mortgage

CREDITOR:
St. Charles Bank & Trust Company

BY: [Signature]
TITLE: President

BY: [Signature]
Tom Hansen, President

STATE OF ILLINOIS)

STATE OF ILLINOIS)

ss.
COUNTY OF DeKalb

ss.
COUNTY OF DeKalb

I, [Signature] a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT he personally known to me to be the same person is whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free free and voluntary act, for the uses and purposes herein set forth.

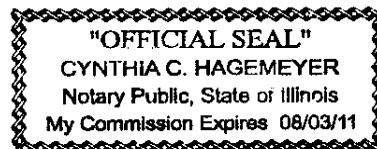
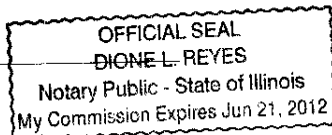
The foregoing instrument was acknowledged before me this 18th day of April, 2011, by Tom Hansen as President on behalf of St. Charles Bank & Trust Company.

Given under my hand and official seal, this 18th day of April, 2011.

Given under my hand and official seal, this 18th day of April, 2011.
[Signature]
Notary Public

[Signature]
Notary Public
Commission expires: 8.3.11

Commission expires: _____



This instrument was prepared by: Barbara Nichols
After recording, mail to: St. Charles Bank & Trust Company
411 W. Main Street
St. Charles, IL 60174

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EXHIBIT A

File No.: 2110266

Property Address: 1742 N WINNEBAGO AVENUE, APT B, CHICAGO, IL, 60647

PARCEL 1: THAT PART OF LOTS 23, 24, 25, AND 26 TAKEN AS A SINGLE TRACT OF LAND IN BLOCK 3 IN ISHAM'S RESUBDIVISION OF PARTS OF BLOCKS 3, 4, AND 5 OF ISHAM'S SUBDIVISION OF THE NORTH ½ OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT, 43.03 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 45 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 21.34 FEET); THENCE SOUTH 00 DEGREES, 00 MINUTES 00 SECONDS EAST, 62.10 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES 25 SECONDS WEST, 21.34 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 62.10 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, AND ENJOYMENT AS CREATED BY THE DECLARATION OF URBAN GARDENS RECORDED AS DOCUMENT NUMBER 96925289, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-319-039-0000