

**SUBORDINATION  
OF MORTGAGE  
AGREEMENT**



This Agreement is by and between Ally Bank (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

PETER SHUFLIT (collectively "Borrower") warrants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$248,500.00 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 2/16/2007 and recorded in COOK County, Illinois as Document No. 0705921109, 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 Nov 2, 2011, made by Borrower to Lender to secure a certain Note in the principal amount of \$248,500.00, 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. NEW MORTGAGE DOCUMENT #1131908001

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 \$248,500.00 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.



# UNOFFICIAL COPY

Order No.: **12242495**  
Loan No.: 000687786971

## Exhibit A

The following described property:

Lot 7 and the North 15 feet of Lot 8 in Block 5 in Komerek's West 22nd Street 5th Addition, being a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 27, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 15272120360000

Property of Cook County Clerk's Office