UNOFFICIAL COPY

SUBORDINATION OF MORTGAGE AGREEMENT

Prepared by/Mail to:

Home State Bank, N.A. Attn: Heather Kriete 40 Grant Street P.O. Box 1738

Crystal Lake, IL 60039-1738

Doc#: 1132611041 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/22/2011 12:14 PM Pg: 1 of 3

RECORDER'S STAMP

This Agreement is made

Thursday, September 08 2011 by and

between HOME STATE LANK, N.A. ("Home State Bank"), Guaranteed Rate, Inc. ("New Lender") and the Borrower.

Home State Bank is the mortgagee under a mortgage or trust deed dated June 30, 2008 and recorded on July 2, 2008 as Document No. 0818401059 Cook County, Illinois ("Original Loan"), and encumbering the following real estate. The Borrower(s), whose name(s) is/are Fitz theth A. Graham and Louis Shansky, were the mortgagor(s) under the original loan.

PIN:

14-33-302-135-1902 Cook County

Property Address:

1920 N. Howe #1R, Coicago, IL 60614

Legal Description: Unit B in 1920 North H (we Street Condominium as delineated on a survey of the following described real estate: The South ½ of the East ½ of nat part of the West ½ of Lot 6 Lying between Orchard and Howe Streets in Block 2 in Sheffields Addition to Chicago in the Northwest ¼ of the Southwest ¼ of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Which Survey is attached as exhibit B to the Declaration of Condominium as Recorded as Document 25875416 together with its undivided percentage interest in the common elements.

In consideration of the promises set forth herein, Home State Bank does hereby egree with Borrower(s) and New Lender that the right and claim of Home State Bank under the Original Loan shall be suborcinate to Borrower's debt to the New Lender which is secured by a mortgage dated 9 - 14 - 11, and executed by the Borrower to the New Lender, and recorded as Document No. 1216205, in McHenry County, Illinois ('New Lean") (provided the New Loan shall not exceed \$348,000.00). This Subordination Agreement is effective only with respect to the priority of Home State Bank's Original Loan and New Lender's New Loan.

New Lender shall not accelerate the maturity of its note under the New Loan, or initiate any proceedings against the Borrower, or foreclose under the New Loan without first furnishing Home State Bank a duplicate copy of the notice of default and acceleration, and allowing Home State Bank thirty (30) days after the receipt of said written notice of acceleration to cure any defaults.

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In no event shall New Lender amend or modify its note or mortgage without the prior written consent of Home State Bank.

Loan: #804618818

HOME STATE BANK, N.A.

By: Paula Lutsch

Its: <u>V.P.</u>

STATE OF Illinois

SS

COUNTY OF McHenry }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT the person whose name is subscribed to the foregoing instrument is personally known to me and appeared before me this day in person, and acknowledged that he/she signed the said instrument.

Given under my hand and notarial seal on the day and year first above written.

__, Notary Public

"CFFICIAL SEAL"
HEATI 'ER L. KRIETE
Notary Public, Guals of Hinois
My Commission Exp', er 09/21/14

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EXHIBIT A

UNIT B IN 1920 NORTH HOWE STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 1/2 OF THE EAST 1/2 OF THAT PART OF THE WEST 1/2 OF LOT 6 LYING BETWEEN ORCHARD AND HOWE STREETS IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM AS RECORDED AS DOCUMENT 25875416 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Post Of Cook County Clark's Office PIN: 14-33-302-135-1002