

**SUBORDINATION
OF MORTGAGE
AGREEMENT**

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

774 59 335

record 21



56084084-1140203

This Agreement is by and between JPMorgan 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:

LUCA A FASOLO and BETH A FASOLO (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 \$201,393.00 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 9/7/2006 and recorded in COOK County, Illinois as Document No. 0627612093, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$75,000.00.

* *not to exceed*
"New Lien" means that certain Mortgage affecting the Premises dated 12/16/11, made by Borrower to Lender to secure a certain Note in the principal amount of ~~\$~~\$201,393.00,** 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.

****Recorded on 01/17/2012 as doc #1201757086**

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 \$201,393.00 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.

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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.

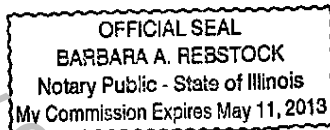
IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of December 01, 2011

FIRST AMERICAN BANK

By: Stacy Edwards-Hileman
Name: Stacy Edwards-Hileman
Title:
Address: 80 Stratford Drive
 Bloomington, IL 60108

[LENDER]

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 Stacy Edwards-Hileman 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 01, 2011

Barbara Rebstock
Notary Public

THIS INSTRUMENT PREPARED BY: Stacy Edwards-Hileman

~~Mail To:~~ 201 S State Street
Hampshire, IL 60140

FIRST AMERICAN BANK
Loan Operations
201 S. State Street
Hampshire IL 60140

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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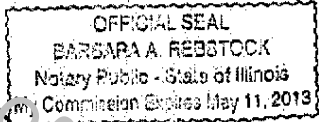
IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of December 01, 2011

FIRST AMERICAN BANK

By: Stacy Edwards-Hileman
Name: Stacy Edwards-Hileman
Title:
Address: 80 Stratford Drive
Bloomington, IL 60108

(LENDER) JP Morgan Chase Bank, NA

By: [Signature]
Name: Michael Davis MICHAEL DAVIS
Title: AVP AVP
Address: 111 Polaris Pkwy
Cul Oh 43240



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 Stacy Edwards-Hileman 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.

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Barbara Rebstock
Notary Public

THIS INSTRUMENT PREPARED BY: Stacy Edwards-Hileman

~~Mail To:~~

201 S State St
Hampshire Hampshire, IL 60140

FIRST AMERICAN BANK
Loan Operations
201 S. State Street
Hampshire IL 60140

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ACKNOWLEDGMENT

STATE OF Ohio)
COUNTY OF Franklin) SS

On December 19th, 2011 before me, by Michael Davis of J.P. Chase **, a AVP of Mortgage Banker 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.

** JPMorgan Chase Bank, NA

Printed Name: E. Michael Love

Notary Public, County of Franklin Acting in Franklin County.

State of Ohio

My commission expires 8/3/14



E. MICHAEL LOVE
Notary Public, State of Ohio
My Comm. Expires 8/3/2014

Properly of Cook County Clerk's Office

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 03-21-101-020-0000

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

LOT 113 IN ARLINGTON TERRACE UNIT NUMBER 2, A SUBDIVISION IN THE NORTHEAST ¼ AND THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 42 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2210 MICHAEL MANOR LN, ARLINGTON HEIGHTS, IL 60004



+U02355876+

1634 12/27/2011 77459335/2