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Doc#: 1216749081 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 06/15/2012 02:56 PM Pg: 1 of 3

Prepared by and after
Recording return to:
Lauren Blabas fof
LincolnWay Community Bank
1000 E. Lincoln Highway
New Lenox, II, 60 451
PRECISION TITLE CO
2050 E ALGONQUIN RD
STE 602
SCHAUMBURG IL 60173

SUBORDINATION AGREEMENT

WHEREAS Michael and Molly Kelly herein termed "Borrower" is presently indebted to LINCOLNWAY COMMUNITY BANK ("LincolnWay Community Bank") as evidenced by that certain Promissory Note executed by said Borrower in favor of LincolnWay Community Bank, dated November 10, 2008 in the original principal amount of Two Hundred Twenty Three Thousand Dollars (\$223,000.00).

WHEREAS, said Note is secured, and ng other things, by that certain Mortgage executed by said Borrower in favor of LincolnWay Community Bank dated November 10, 2008 and recorded as Document Number 0833608166 with the Recorder of 200k County, Illinois; and

WHEREAS, said Borrower is desirous of obtaining an additional loan in the amount of <u>Three Hundred Ninety Nine Thousand Five Hundred Doulars (\$399,500.00)</u> from <u>United Wholesale Mortgage</u> termed "Lender", for the purpose of a first mortgage, and

WHEREAS, the Lender requires the Borrower to secure said loan with a Mortgage on the real estate described in the LincolnWay Community Bank Mortgage and further requests that LincolnWay Community Bank subordinate its Mortgage to that Mortgage being taken by said Lender.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce said Lender to make said additional loan to said Borrower, LincolnWay Community Bank does hereby subordinate its Mortgage to that Mortgage taken by Lender and which secures said additional loan.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that neither this Subordington Agreement nor anything contained herein shall in any way alter or affect the validity of the Mortgage of IncolnWay Community Bank first mentioned herein, or the lien on the real estate so subordinated herein, or any of the other collateral securing the indebtedness of the Borrower to LincolnWay Community Bank.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the loan amount and purpose as expressly set forth herein, and will not be valid or extend any future advancements made by said **Lender** on the Note evidencing its loan.

IN WITNESS WHEREOF, LincolnWay Community Bank has caused this Subordination Agreement to be executed by <u>Kelly Grossman</u> on their behalf this <u>31st</u> day of <u>May, 2012</u>.

Kelly Grossman, Vice President

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STATE OF ILLINOIS)
) SS. COUNTY OF WILL)
On this <u>31st</u> day of <u>May, 2012</u> before me, the subscriber, personally appeared <u>Kelly Grossmar</u> of <u>LincolnWay Community Bank</u> who, I am satisfied is the person named in and who executed the within instrument, and thereupon acknowledged that he did examine and read the same and did sign the foregoing instrument as his free and voluntary act and deed, for the purposes therein expressed.
IN WITN'ESS WHEREOF, I have hereunto set my hand and official public seal. AUTHOR BEAL LAURE NO BLABAS NOTARY PUBLIC, FIAN OF ELLINOIS MY COMMISSION EXTRES 08/07/2015
IN WITNESS WHEREOF, the undersigned parties have consented to the contents, terms and conditions of the herein Subordination, this the day of, 20
NAME OF BANK WE ARE SUBORDINATING TO: United Wholesale Mortgage
By:
By: Michael Kelly By: Molly Kelly
STATE OF ILLINOIS) COUNTY OF () SS.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Michael and Molly Kelly personally known to me to be the same pe scn(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in ocrson and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including waiver rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois and Federal law.
Given under my hand and notarial seal this day of, 20, 20, 20
Notary Public

1216749081 Page: 3 of 3

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Legal Description:

Lot 14 in Block 9 in Oviatt's Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property:

10951 S. Talman Avenue, Chicago, IL 60655

Nun. John Or Cook County Clerk's Office Permanent Index Number:

24-13-419-011-0000