PREPARED BY: HERITAGE BANK OF SCHAUMBURG 1535 W. SCHAUMBURG ROAD SCHAUMBURG, IL 60194

WHEN RECORDED MAIL TO: HERITAGE BANK OF SCHAUMBURG 1535 W. SCHAUMBURG ROAD SCHAUMBURG, IL 60194

1204375/RTC/DE

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 3rd of July, 2012 by Heritage Bank of Schaumburg, ("Subordinating Party"), and is being given to Guaranteed Rate, Inc., its successors and/or assigns, as their interests may appear ("Lender"),

RECITALS

1. LENDER is making a mortgage to:

Chadwick Suss and Greta Suss, Husband and Wile as Tenants by Entirety ("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 2726 N. Janssen Avenue, Unit B, Chicago, Illinois 60614 which premises are described below ("Property"):

SEE ATTACHED LEGAL DESCRIPTION.

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- 2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage in the sum of 5411 359.00 with a loan number of 11400743949 in favor of the Lender. ** recorded as downer+ 1221308372
- 3. Subordinating Party now owns or holds an interest in the mortgagee of the Property pursu in to the provisions of that certain Mortgage dated November 13, 2009, recorded on February 11, 2010 as Document Number 1004205030, and Modification of Mortgage dated September 17, 2011, recorded on January 5, 2012 as Document Number 1200511117, in the County of Cook, State of Illinois in the amount of \$134,000.00.
- 4. Lender is willing to make such loan to Borrower provided that Lender obtains a first lien on the Property and that the Subordinating Party unconditionally subordinates the lien of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.

Subordinating Party further agrees that:

Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage, including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or term in ited, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successor and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first written above written.

Heritage Bank of Schaumburg ("Subordinating Party")
By: Gregory M. Ruffolo Its: Executive Vice President
STATE OF ILLINOIS)) SS COUNTY OF COOK)
On this 3rd day of July, 2012, a Notary Public in and for said County, personally appeared to me of

On this 3rd day of July, 2012, a Notary Public in and for said County, personally appeared to me Gregory M. Ruffolo personally known to me to be the Executive Vice President of Heritage Bank of Schaur ourg, and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year above written.

Sincle Meedy

Notary Public

My commission expires: 7-13-13

"OFFICIAL SEAL"

Linda Gaeding

Notary Public, State of Illinois

My Commission Expires July 13, 2013

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LEGAL DESCRIPTION

UNIT NUMBER 2724-C IN PARK LANE TOWNHOME CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE FOLLOWING DESCRIBED LAND: LOTS 1, 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF LOTS 2 AND 3 (EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET) IN JOSEPH E. SHEFFIELDS SUBDIVISION OF BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, KANGE 14 ALSO LOT 4 IN JOSEPH E. SHEFFIELDS SUBDIVISION OF BLOCK 45 AFORESAID, ALSO LOTS 16 THROUGH 19 IN LEMBCKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, ALSO LOTS 14 THROUGH 18 AND THE NORTH/SOUTH VACATED ALLEY LYING BETWEEN SAID LOTS 14 AND 15 IN SUBDIVISION OF LOT 1 IN LEMBCKE'S SUBCITATION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26248725 AND AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

B CONTROLLER OFFICE PROPERTY ADDRESS: 2726 N. JANSSEN AVENUE, #B CHICAGO, IL 60614

PIN # 14-29-302-159-1060