

Doc#: 1224119062 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/28/2012 09:44 AM Pg: 1 of 3

BCHH, INC. Return to 1000 Cliffmine Road Suite 390 Pittsburgh, Pa (5275

## SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated March 26, 2008, in the amount of \$42,500.00 recorded on April 07, 2007 as document/book number 0809835331 in the County of COOK, in the state of Illinois granted by JOSH KAPLAN AND TONIA AIE-NA KIM herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

TAX NUMBER: 14-31-422-034-1024

[Legal Description continued on page 3] GUARANTEED RATE, INC., ISAOA ATIMA, herein known as "Lender", has granted or will grant to Borrower an extension of credit or other imageial accommodation to be secured by a lien ("Lien") on the aforementioned Property.

In consideration of Lender's granting to Borrower an extension of credit or other financial accommodation and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby subordinate it's interest, right and title granted by the aforementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$333,000.00, provided that the Lien is secured by a properly recorded Mortgage or Deed of Trust granted by Borrower to Lender on the above described Property and except with respect to Protective Advances described below. The Subordinating Party expressly reserves all right, title and interest in the Property granted by the Security Instrument as to any person other than Lender or Lender's assignees.

Return Fo: BMO Harris Bank N.A. 3800 Golf Rd., Suite 300 P.O. Box 5036 Rolling Meadows, IL 60008 This instrument was drafted by: Roslyn Parker

Parker  $S = \frac{V}{3}$   $S = \frac{N}{N}$   $M = \frac{N}{N}$   $SC = \frac{V}{N}$   $E = \frac{V}{N}$ 1390251321

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If the Subordinating Party makes advances of funds in performance of an obligation of the Borrower pursuant to the Subordinating Party's Security Instrument ("Protective Advances") and, if paid with the written consent of the Lender, such Protective Advances shall be secured by the Subordinating Party's Security Instrument and shall be given priority to and be superior to the aforementioned Lien granted to Lender.

Lender shall have prior rights as to Subordinating Party pursuant to the aforementioned properly recorded Lien as to proceeds arising as a result of the following: the exercise of eminent domain against all or any part of the Property, all rents, income, and profits, all amounts received for the taking of all or any part the Property by condemnation proceedings, all compensation received as damages for injury to all or any part of the Property all proceeds from insurance on improvements to the Property, and all net proceeds from a foreclosure against the Property, including a deed given in lieu of foreclosure.

This agreement is binding on the successors and assigns of both the Subordinating Party and the Lender. This Subordination Agreement is executed this 3rd day of July, 2012 on behalf of BMO Harris Dank N.A. by its officers:

Dining Runulds Seal	Julie M. Westbrook (Seal)
Diana J. Reynolds Title: Vice President	Julie M. Westbrook
Title: Vice President	Title: Assistant Vice President

State of Wisconsin County of Milwaukee

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This instrument was acknowledged before me on 3rd day of July, 2012, by Diana J. Reynolds and Julie M. Westbrook as officers of BMO Harris Bank N.A..

JANET L. WENTLANDT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin

My Commission (Expires) (Is)

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[Legal Description continued from page 1]

PARCEL 1:
UNIT C-24 IN MARSHFIELD LOFTS CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING
DESCRIBED PROPERTY:
LOTS 1 TO 6, BOTH INCLUSIVE, AND THE NORTH 12 3/4 INCHES OF LOT 7, ALL IN DILLARD'S
LOTS 1 TO 6, BOTH INCLUSIVE, AND THE NORTH 12 3/4 INCHES OF LOT 7, ALL IN DILLARD'S
RESUBDIVISION CFLOT 70 TO 87, BOTH INCLUSIVE, AND LOTS 99 TO 116, BOTH INCLUSIVE, IN J.G.
KEENAN'S SUBDIVIS'UN OF BLOCK 24 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF
SECTION 31, TOWNS-IIP 40 NORTH, RANGE 14 EAST OF THE THIRD, PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS; WHIC'S SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF
CONDOMINIUM OWNERSH'." RECORDED NOVENBER 9, 1993 AS DOCUMENT NUMBER 93912837,
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:
THE EXCLUSIVE RIGHT TO THE USE OF P-8, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 93912837.