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Doc#: 1227645003 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/02/2012 08:30 AM Pg: 1 of 3

### SUBORDINATION AGREEMENT

The undersigned ('Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated November 30, 2007, in the amount of \$75,000.00 recorded on December 17, 2007 as document/book number 0735108038 in the County of COOK, in the state of Illinois granted by ALGIS BARTNYKAS AND ALDONA BARTNYKIENT nerein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

LOT 37 AND 38 IN BLOCK 61 IN S.E. GROSS SECOND ADDITION TO GROSSDALE FILED IN PLAT DOC: 1179446 RECORDED IN 11/02/1889, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THILD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 15-34-100-062

JP MORGAN CHASE BANK, NA, ISAOA, ATRIMA, herein known as "Lender", has granted or will grant to Borrower an extension of credit or other financial 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 \$127,351.00, 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.

3

Return To: BMO Harris Bank N.A. 3800 Golf Rd., Suite 300 P.O. Box 5036

Rolling Meadows, IL 60008

LN-6100283986 20957363

This instrument was drafted by: Roslyn Parker

Chicago Title Servicesink Division 4000 Industrial Blvd Aliquippa, PA 15001

1227645003 Page: 2 of 3

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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 14th day of August, 2012 on behalf of BMO Harris Bank N.A. by its officers:

William R. McRae
Title: Vice President

Julie M. Westbrook

Title: Assistant Vice President

(Seal)

State of Wisconsin County of Milwaukee

 $\{ss.$ 

This instrument was acknowledged before me on 14th day of August, 2012, by William R. McRae and Letis M. Westbrook as officers of BMO Harris Bank N. A.

R. McRae and John Westbrook as officers of BMO Harris Bank N.A..

Notary Public, State of Wisconsin

My Commission (Expires) (Is)

-2-

1227645003 Page: 3 of 3

Title No.: 19871274

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### **LEGAL DESCRIPTION**

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF **ILLINOIS** AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS DESCRIBED IN DEED DOC # 0434420122, ID# 15-34-100-062, BEING KNOWN AND DESIGNATED AS:

LOT 37 AND 38 IN BLOCK 61 IN S.E. GROSS SECOND ADDITION TO GROSSDALE, FILED IN PLAT DOC # 1179446 RECORDED IN 11/02/1889, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH. RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS 3111 GRAND BLVD, BROOKFIELD, IL 60513.

BY FEE SIMPLE DEFD FROM GINGER S. BELTER F/K/A GINGER S. DOMINGUEZ, DIVORCED AS SET FORTH IN DOC # 0/34420122 DATED 11/19/2004 AND RECORDED 12/09/2004, COOK COUNTY RECORDS, STATE OF ILLINOIS.

