Doc#. 1228308243 fee: \$52.00

Date: 10709/2012 (B:70 AM Pg: 1 of 3)

MORTGAGE SUBORDINATION

\*RHSP FEE \$10.00 Applied

By Corporation or Partnership

**Account Number: 9499** 

Date: 31 day of July, 2012

1206275/RTC/GG/AS

Ravenswood Title Company LLC 319 W. Ontario Street Suite 2N-A Chicago, IL 60654

**Legal Description:** 'LOT 1 IN PETERSON'S GARDEN SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE I'LAT. THEREOF REGISTERED AS DOCUMENT 1475745 IN COOK COUNTY, ILLINOIS.

P.I.N. #09-35-128-002-0000

Property Address: 1316 Garden Street; Fark Ridge, IL 60068

This Agreement is made this 31 day of July, 2012, by and between US Bank National Association ND ("Bank") and GUARANTEED RATE, INC. ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 15th day of January, 2011, granted by Stephen Vile and Alice Marie Vile, husband and wife, as tenants by the entirety ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book, Page, as Document 110-126128, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated September 24, 2012, granted by the Borrower and recorded in the same office on September 28, 2012, as dec # 1227-257-235 encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Senk has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$410,500.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

1228308243 Page: 2 of 3

## **UNOFFICIAL COPY**

US Bank National Association ND

By: Steven Barnes

Title: Vice President

STATE OF

Wisconsin

COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this 31 day of July, 2012, by (name) Steven Barnes, the (title) Vice President of (bank name) US Bank National Association, ND, national banking association under the laws of The United States of America, on behalf of the association.

Christine S. Roahl, Notary Public My Commission Exarcs: 02/03/2013

Prepared by: Hollie M Brown

1228308243 Page: 3 of 3

## **UNOFFICIAL COPY**

## **EXHIBIT A**

LOT 1 IN PETERSON'S GARDEN SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/2 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT LR1475745, IN COOK COUNTY, ILLINOIS.

PIN: 09-35-128-002-0000 Droperty of Cook County Clerk's Office