UNOFFICIAL COPY



Doc#: 1229004042 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 10/16/2012 10:21 AM Pg: 1 of 2

SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated July 08, 2006, in the amount of \$65,000.00 recorded on August 09, 2006 as document/book number 0622108041 in the County of COOK, in the state of Thinois granted by DONALD J.AMATO AND LYNN J. AMATO herein known as "Bolrower", granting Subordinating Party a security interest in the following described property ("Property"):

LOT 5 IN HAWLEY'S SUBDIVISION OF THE NORTH 10 RODS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. IDENTIFICATION NO.: 01-01-300-005-0000 VOL. 001

FIFTH THIRD MORTGAGE COMPANY, ISAOA, herein krown as "Lender", has granted or will grant to Borrower an extension of credit or other time icial 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 \$153,000.00, 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.

This instrument was drafted by: Monica Brown

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

Rolling Meadows, IL 60008

LN-6100238641

AS RECORDED CONCURRENTLY HEREWITH

1229004042 Page: 2 of 2

UNOFFICIAL COPY

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 binging on the successors and assigns of both the Subordinating Party and the Lender. This Subordination Agreement is executed this 13th day of September, 2012 on behalf of BMO Harris Bank N.A. by its officers:

William R. McRae

Title: Vice President

(Seai)

Juli M. Westbrook

Tide: Assistant Vice President

State of Wisconsin County of Milwaukee

ss.

This instrument was acknowledged before me on 13th day of Servember, 2012, by William R. McRae and Julie M. Westbrook as officers of BMO Harriz Bank N.A..

Notary Public, State of Wisconsin

My Commission (Expires) (Is)

JODI L. SOWINSKI NOTARY PUBLIC STATE OF WISCONSIN

(Seal)