## UNOFFICIAL CORYISON - SWANSON



Doc#: 1231004082 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/05/2012 10:55 AM Pg: 1 of 3

FIRST AMERICAN TITLE ORDER # 2291829

## SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated July 29, 2006, in the amount of \$250,000.00 recorded on August 16, 2006 as document/book number 0622846068 in the County of COOK, in the state of Illinois granted by MURRAY SWANSON AND SANDRA SWANSON herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

TAX IDENTIFICATION NO: 11-19-105-040-1021 VOL.058

[Legal Description continued on page 3] WELLS FARGO BANK, N.A., ISAOA, herein known as "Lendar", 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 \$235,900.00, 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: Roslyn Parker

Return To: BMO Harris Bank N.A. 3800 Golf Rd., Suite 300

P.O. Box 5036

Rolling Meadows, IL 60008

LN-6100240312

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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 its 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 19th day of September, 2012 on behalf of BMO Harris Bank N.A. by its officers:

/11	(Seal) Duly	(Seal)
William R. McRae Title: Vice President	Title: Assistant Vice President	_` ′
State of Wisconsin County of Milwaukee	}ss.	

This instrument was acknowledged before me on 19th day of Sertember, 2012, by William R. McRae 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) 2/8/15

## **UNOFFICIAL COPY**

[Legal Description continued from page 1]

PARCEL 1: UNIT NUMBER A404A IN THE 1210-1236 CHICAGO AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS OR PARTS THEREOF IN G.M. LIMITED PARTNERS MIP-CONSOLIDATION AND IN F.B. BREWER'S SUBDIVISION, EACH IN THE NORTHWAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2001 AS DOCUMENT NUMBER 0011237861; TOGETHER WITH ITS UNDIVIDED PERCENTAGE "NTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF P-61, P-62, P-92 AND S-61 AND S-92, A LIMITED COMMON ELEMENT AS DESCRIBED IN THE AFORESAID DECLARATION.

PARCEL 3: EASEMENTS IN, UNDER, VER, UPON, THROUGH AND ABOUT THE "CITY PROPERTY" FOR THE BENEFIT OF PARCELS 1 AND 2 AS DEFINED AND GRANTED IN ARTICLE 2 OF THE REDEVELOPMENT A RELIMENT/AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 1210 CHICAGO AVENUE DEVELOPMENT BETWEEN THE CITY OF EVANSTON AND TR CHICAGO AVENUE PARTNERS, L.P. DATED JULY 17, 2000 AND RECORDED AUGUST 3, 2000 AS DOCUMENT NO. 00589859.