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Doc#: 1300312019 Fee: \$76.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2013 09:19 AM Pg: 1 of 8

SUBORDINATION AGREEMENT

Agreement made this the *5th day of December 2012*, by and among MB FINANCIAL BANK N.A., ("Existing Mortgagee"), Jose C Hernandez Jr and Elena S Hernandez (collectively "Owner"), and MB Financial Bank N.A. ISAOA ("New Mortgagee").

WITNESSETH:

WHEREAS, the Owner owns the entire fee title to certain real property and improvements thereon known as *5807 S Mobile Ave Chicago, IL 60638*, more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgage dated *12/02/2005* and recorded on the *12/09/2005* as Document Number *0534312100* in the office of the Cook County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum of *Sixty Nine Thousand Six hundred and Three dollars (\$69,603.00)* to be secured by a mortgage on the Real Estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgagee, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

BOX 334 CTI

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1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.

2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.

3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.

4. Without limitations of the forgoing:

- (a) The Owner further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgagee or its successors or assigns a copy of any notice of default given by New Mortgage to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.
- (b) The New Mortgagee further agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns.

5. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new mortgage is dated _____ and recorded on _____ in the Office of the Recorder of _____ County as Document No.:

6. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgagee to Existing Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

Attn: MB FINANCIAL BANK N.A.
6111 N. RIVER ROAD
ROSEMONT, IL 60018

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

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7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.

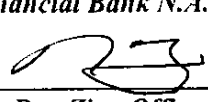
8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:
MB FINANCIAL BANK N.A.

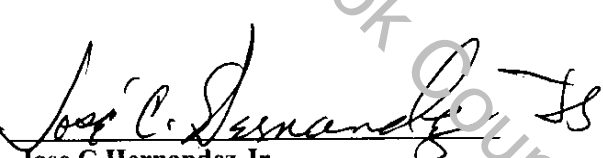
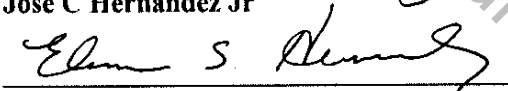
NEW MORTGAGEE:
MB Financial Bank N.A. ISAOA

By: 
Cindie Sedlacek, Vice President

By: 
Ron Ziss, Officer

Attest: 
Debbie Garo, Officer

By: 
Jessica Roncone, Officer

OWNER: 
Jose C Hernandez Jr

Elena S Hernandez

Property Address:
5807 S Mobile Ave Chicago, IL 60638
Property Index Number:
19-17-126-002-0000

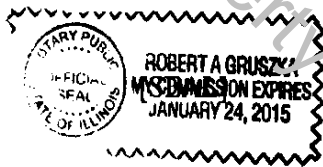
Cook County Clerk's Office

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STATE OF)
) SS.
COUNTY OF ILLINOIS)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that **Jose C Hernandez Jr and Elena S Hernandez** known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 9 day of December 2012.

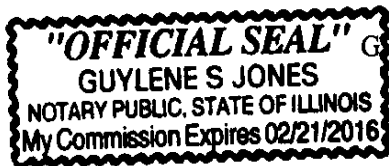


[Signature]

Notary Public

) SS.
)
COUNTY OF COOK)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that **Cindie Sedlacek** personally known to me to be the Vice Pres. of MB Financial Bank, N.A. and **Debbie Garo** personally known to me to be the Retail Lending Officer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Authorized Signer, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



Given under my hand and official seal, this 5th day of December, 2012

[Signature]

Guylene Jones, Notary Public

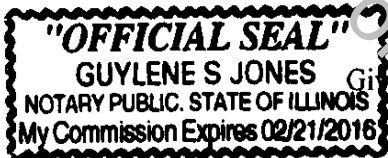
[SEAL]

This instrument prepared by/mailed
MB Financial Bank N.A.
6111 North River Road
Rosemont, Illinois 60018

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that *Ron Ziss*, personally known to me to be the *Officer* of *MB Financial Bank* and *Jessica Ransone* personally known to me to be the Officer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Authorized Signer, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



Given under my hand and official seal this 5th day of December, 2012

Guylene Jones

Guylene Jones, Notary Public

[SEAL]

This instrument prepared by/mailed
MB Financial Bank N.A.
6111 North River Road
Rosemont, Illinois 60018

Cook County Clerk's Office

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STREET ADDRESS: 5807 S. MOBILE AVENUE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 19-17-126-002-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 18 IN BLOCK 12 IN FREDERICK H. BARTLETT'S GARFIELD RIDGE, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, NORTH OF THE INDIAN HARBOR BELT RAILROAD (EXCEPT THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 20.8 FEET OF THE NORTH 60.8 FEET OF LOT 18 IN BLOCK 12 IN FREDERICK H. BARTLETTS GARFIELD RIDGE, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIANA HARBOR BELT RAILROAD (EXCEPT THE NORTH WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 17) IN COOK COUNTY, ILLINOIS.

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