## **UNOFFICIAL COPY**



Doc#: 1300742009 Fee: \$40.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 01/07/2013 08:36 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 August 25, 2008, in the amount of \$182,500.00 recorded on September 08, 2008 as document/book number 0825208169 as modified by an agreement to \$167,000.00 in the County of COOK, in the state of Illinois granted by SAMANTHA CHAN LIVING TRUST herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

TAX ID 05-34-302-030-0000
LOT 83 IN MCGUIRE AND ORR'S CAKWOOD AVENUE SUBDIVISION, IN SOUTH SECTION OF QUILMETTE RESURVATION IN SECXTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STONEGATE MORTGAGE CORPORATION, ISAOA/ATMA, 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 aforemention of 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 Incomment to the aforementioned Lien, not to exceed the total amount of \$355,000.00, 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: SUE RICHMAN

Return To: BMO Harris Bank N.A. 3800 Golf Rd., Suite 300 P.O. Box 5036 Rolling Meadows, IL 60008

LN-6100305306

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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 November, 2012 on behalf of BMO Har is Bank N.A. by its officers:

William R. McRae Title: Vice President Title: Vice President

State of Wisconsin} County of Milwaukee

This instrument was acknowledged before me on 14th day of November, 2012, by William R. McRae and Diana J. Reynolds as officers of BMO Parris Bank N.A..

JANET L. WENTLANDT **NOTARY PUBLIC** STATE OF WISCONSIN

Notary Public, State of Wisconsin

My Commission (Expires) (Is)