

②57237524-1758464
SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Bank of America
4161 Piedmont Parkway
NC4-105-01-38
Attn: Subordinations
Greensboro NC 27410

Doc ID No.: 0008601XXXX2013N
ESCROW/CLOSING#:

MERS Phone: 1-888-679-6377

MIN : 100015700043732318

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Sixteenth day of January, 2013, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND/OR ASSIGNS ("Subordinating Lender"), a corporation whose address is NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 11/17/2004 (the "Senior Lien"), and executed by HARESH SURTI and PRITI SURTI and encumbering that certain real property located at 9442 POTTER ROAD, DES PLAINES, IL 60016 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 12/10/2004 in Official Records Book N/A, Page N/A, as Instrument No. 0434526081, of the Official Records of COOK County, Illinois, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

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WHEREAS, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS INC. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$143,250.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

Recorded 2/18/13 Inst 130395 7089

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.
- (7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of

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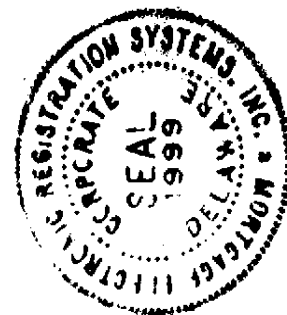
the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. ITS SUCCESSORS AND/OR ASSIGNS



Kathy Clark, Assistant Secretary



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ALL PURPOSE ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGEMENT

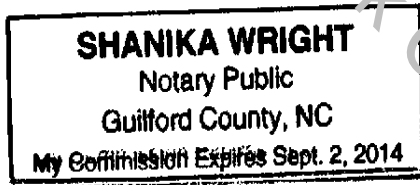
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Kathy Clark, Assistant Secretary** known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16th day of January, 2013.

(Personalized Seal)



[Handwritten Signature]

(Notary Public, State of North Carolina)

Shanika Wright

(Print Name of Notary Public here)

My commission expires **09/02/2014**

Clerk's Office

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 09-15-110-019, 09-15-110-019-0000

Land Situated in the County of Cook in the State of IL

PARCEL 1: THE NORTH 20.02 FEET OF THE SOUTH 48.27 FEET (BOTH MEASURED ON THE EAST AND WEST LINES) OF THE FOLLOWING DESCRIBED TRACT: THE WEST 96.74 FEET OF THE EAST 146.79 FEET (BOTH AS MEASURED ON THE NORTH AND SOUTH LINES) OF THE NORTH 103.44 FEET OF THE SOUTH 653.67 FEET (BOTH AS MEASURED ON THE EAST AND WEST LINES OF THE AFOREMENTIONED WEST 96.74 FEET) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED SEPTEMBER 15, 1960 AND RECORDED SEPTEMBER 16, 1960 AS DOCUMENT NUMBER 17965636 AND EXHIBIT "A" THERETO ATTACHED, MADE BY COSMOPOLITAN NATIONAL BANK OF CHICAGO, TRUSTEE UNDER TRUST NUMBER 8596; AND AS CREATED BY DEED FROM COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 30, 1959 AND KNOWN AS TRUST NUMBER 8596 TO BENNETT COWAN AND MERLE J. COWAN, HIS WIFE, DATED SEPTEMBER 26, 1960 AND RECORDED NOVEMBER 9, 1960 AS DOCUMENT NUMBER 18012116. FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS: THE WEST 8.0 FEET OF THE EAST 146.79 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF THE SOUTH 860.55 FEET (AS MEASURED ON THE EAST LINES) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1, AFORESAID).

ALSO

THE NORTH 3.0 FEET OF THE WEST 96.74 FEET OF THE EAST 146.79 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF THE NORTH 103.44 FEET OF THE SOUTH 653.67 FEET (BOTH AS MEASURED ON THE EAST AND WEST LINES OF THE AFOREMENTIONED WEST 96.74 FEET) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF FALLING ON PARCEL 1, AFORESAID ALL IN COOK COUNTY, ILLINOIS.

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NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 9442 Potter Rd , Des Plaines, IL 60016

Property of Cook County Clerk's Office