## MORTGAGE SUBORD **AGREEMENT**

By Corporation or Partnership

Doc#: 1306412133 Fee: \$40.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/05/2013 01:45 PM Pg: 1 of 2

**Account Number: 4470** 

Date: February 11, 2013

FIRST AMERICANI COER #O

Legal Description:

PARCEL 1: LOT 30 I'M AMBRIANCE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT A AS DISCLOSED BY DECLARATION OF TRUST RECORDED NOVEMBER 22, 1988 AS DOCUMENT 88539370

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALCAIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 1119904057, OF THE COOK COUNTY, ILLINOIS RECORDS.

P.I.N. #18-30-306-030-0000

Property Address: 101 Ambriance Dr, Burr Ridge, IL 60527

C/OPA'S OPPIC This Agreement is made February 11, 2013, by and between U.S. Bank National Association FIRST CENTENNIAL MORTGAGE CORP. ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated December 21, 2011, granted by Kaleem N Malik and Aysha Malik, husband and wife ("Borrower"), and recorded in the office of the Register of Deeds, Cook County, Illinois, on January 11, 2012, as Book Document No. 1201157000, encumbering Page the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated 2-19-13 , 20 granted by the Borrower, and recorded same office in the encumbering the property. To induce Refinancer to make a loan to

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the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$1,000,000.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

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U.S. Bank National Association

By: Staven Barnes, Vice President

STATE OF <u>Wisconsin</u>

COUNTY OF <u>Winnebago</u>

The foregoing instrument was acknowledged before me February 11, 2013, by Steven Barnes, Vice President, of U.S. Bank National Association , a national banking association, on behalf of the association.

Susan J. Bishop, Notary Public My Commission Expires: 10/18/2015

Prepared by: Hollie M. Brown

SUSAN J. BISHOP Notary Public State of Wisconsin