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Doc#: 1308547013 Fee: \$40.00 RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/26/2013 10:07 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 March 21, 2008, in the amount of \$100,000.00 recorded on April 07, 2008 as document/book number 0809808320 in the County of COOK, in the state of Illinois granted by VINCENT M. BARONE AND LACY M. BARONE herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

LOT 81 IN MONTEREY MANOR FIRST ADDITION, A SUBDIVISION OF LOT 8 AND PARTS OF LOTS 7,9 AND 20 IN PENNOYER'S AND OTHERS SUBDIVISION OF LOTS 1 TO 4 IN THE ESTATE OF JAMES PENNOYER IN SECTIONS 1,2,11 AND 12, TOWNSFIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN NUMBER: 12-02-423-017

FLAGSTAR BANK, FSB, ISAOA /ATIMA, 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 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 programment to the aforementioned Lien, not to exceed the total amount of \$172,000.00, 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. #1307347051

This instrument was drafted by: Monica Brown

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

LN-6100292523

Carrington Title Partners, LLC 1919 S. Highland Ave., Ste 315-B Lombard, IL 60148 (630)317-0049

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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 3rd day of January, 2013 on behalf of BMO Harris Bank N.A. by its officers:

Diana J. Reynolds
Title: Vice President

Julie M. Westbrook (Seal)

Title: Assistant Vice President

State of Wisconsin County of Milwaukee

 $\begin{cases} \mathbf{ss.} \end{cases}$

This instrument was acknowledged before me on 3rd day of January, 2013, by Diana J. Reynolds 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)