FFICIAL CC MORTGAGE SUBOR **AGREEMENT**

1308715016 Fee: \$40.00

RHSP Fee:\$10.00 Affidavit Fee:

By Corporation or Partnership

Karen A. Yarbrough Cook County Recorder of Deeds Date: 03/28/2013 09:14 AM Pg: 1 of 2

Account Number: 4890

Date: February 15, 2013

National Title Solutions, Inc. 424 Fort Hill Dr. Ste 134A Naperville, IL 60540

Legal Description: 20073983a

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 11 IN BLOCK 2 H. GREENWOOD TERRACE, UNIT NO. 1, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 7, 1956 AS DOCUMENT NUMBER 1668405, IN COOK COUNTY, ILLINOIS.

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, ALL RIGHTS 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. 423349218, OF THE COOK COUNTY, ILLINOIS RECORDS. JUNIL CLON

P.I.N. #09-23-106-013-0000

Property Address: 8518 Carol St W; Niles, IL 60714-1837

This Agreement is made February 15, 2013, by and between U.S. Bank National Association ND ("Bank") and FLORIDA CAPITAL BANK MORTGAGE ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated October 29, 2011, granted by John M S Braun and Nancy Braun fka Nancy C Mikich, husband and wife ("Borrower"), and recorded in the office of the Register of Deeds, Cook County, Illinois, on December 1, 2011, as Book Page Document No. 1133510015, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated by the Borrower, and recorded in the same office on ¥ 1308715015 _, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement. Concurrently bereinto

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UNOFFICIAL CO

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 \$194,000.00, 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.

U.S. Bank National Association ND

By: Steven Barnes, Vice President

STATE OF **COUNTY OF**

Droperty ox Cook Colling. The foregoing instrument was acknowledged before me February 15, 2013, EV Steven Barnes, Vice President, of U.S. Bank National Association ND, a national banking association, on behalf of the association.

> Barbara A. Drager, Notary Public My Commission Expires: 8/18/2013 BARBARA A DRAGER

Prepared by: Hollie M. Brown