Ravenswood Title Company LLC 319 W. Ontario Street Suite 2N-A Chicago, IL 60654

1301578IL

### SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated June 23, 2008, in the amount of \$136,915.00 recorded on July 11, 2008 as document/book number 0819308070 as modified by an agreement to \$70,000.00 in the County of COOK, in the state of Illinois granted by STEVEN TACMPSON herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

PARCEL 1:

UNIT NUMBER 3E IN THE SEDOWICK MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND;

[Legal Description continued on page 3] GUARANTEED RATE, INC., ISAOA ATRIMA, 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 Instrument to the aforementioned Lien, not to exceed the total amount of \$546,000.00, 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.

\* REPORDED AS DUC# 1309957098

This instrument was drafted by: Angela Piper

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

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## **UNOFFICIAL COPY**

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 21st day of March, 2013 on behalf of BMO Harris Bank N.A. by its officers:

Seal)

Julie M. Westbrook

Title: Vice President

Title: Assistant Vice President

State of Wisconsin County of Milwaukee

 $\left. \right\}_{SS}$ 

This instrument was acknowledged before me on 21st day of March, 2013, by Diana J. Reynolds and Julie M. Westbrook as officers of BMO Harr's Bank N.A..

JANET L. WENTLANDT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin

My Commission (Expires) (Is)

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# **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### PARCEL 1:

UNIT NUMBER 3E IN THE SEDGWICK MANOR CONDOMINIUM, AS DELINEATED ON A SURVEY OP THE FOLLOWING DESCRIBED TRACT OF LAND;

THAT PORTION OF ORIGINAL LOT 12, IN NORTH ADDITION TO CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 12 AFORESAID, 54 FEET SOUTH OF THE SOUTH LINE OF MENOMINEE STREET; THENCE EAST PARALLEL TO SOUTH LINE 114.19 FEET TO A POINT 1,90 FEET EAST OF THE WEST LINE OF LOT 34 IN RUNTZ'S SUBDIVISION OF THE NORTH 1/2 OF LOT 12 AFORESAID; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 34 TO THE CENTER LINE OF ORIGINAL LOT 12; THENCE WEST ALONG SAID CENTER LINE 16.96 FEET TO A POINT 3 FEET WEST OF THE EAST LINE OF LOT 14 IN KINZER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF LOT 12 AFORESAID; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 34 TO A POINT WHICH IS 88.60 FEET SOUTH OF THE NORTH LINE OF LOT 34 IN RUNTZ'S SUBDIVISION OF THE NORTH 1/2 OF LOT 12 AFORESAID; THENCE WEST ON A LINE TO A POINT ON THE WEST LINE OF LOT 12 AFC RESAID; SAID POINT BEING 88.43 FEET SOUTH OF THE SOUTH LINE OF WEST MENOMINEE STREET; THENCE NORTH A DISTANCE 34.43 FEET TO THE POINT OP BEGINNING, IN COOK COUNTY, ILLINGIS

WHICH SURVEY IS SAID AT TACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93874376 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P.2 LIMITED COMMON ELEMENTS AS DELINEATED ON EXHIBIT 'A' TO THE DECLARATION OF COMPOMINIUM RECORDED AS DOCUMENT NUMBER 93874376. Clert's Office

PIN: 14-33-412-052-1004

Exhibit A 130157811