OF MORTGAGE

**AGREEMENT** 

This Agreement is by and between

on the first day of every month beginning

the entire balance of principal and interest remaining unpaid shall be due and payable.

Doc#: 1312146030 Fee: \$42.00 RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/01/2013 09:58 AM Pg: 1 of 3

(the "Lender"), and First American

and continuing until \_\_\_\_\_ on which date



American PORTFOLIO Mortgage Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows: DAVID A FRIDGE (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal arguint of \$120,120.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"): <u>Definitions</u>. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. "FAB Lien" means that certain Mortgage affecting the Premises dated 4/21/2005 and recorded in COOK County, Illinois as Document No. 0512214178, made by Borrower to FAB to secur, ar indebtedness in the original principal amount of \$20,000.00. "New Lien" means that certain Mortgage affecting the Premises dated \_, made by Borrower to Lender to secure a certain Note in the principal amount of \$120,120.00, with interest at the at of \_\_\_\_ % per annum, payable in monthly installments

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$120,120.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGACE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

<u>Duration and Termination</u>. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

PIDELITY NATIONAL TITLE 52010564

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Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of February 15, 2013

FIRST AMERICAN BANK	[LENDER]	
By:	By: Name: Title: Address:	
STATE OF ILLINOIS ) SS.	OFFICIAL SEAL RICHARD A. FICK Notary Public. State of Wineir	
COUNTY OF DUPAGE )	Notary Public - State of Illinois My Commission Expires Jul 13, 2013	

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dave Paxson personally known to me to be the same person whose rame is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the uses and purposes therein set forth.

Office Given under my hand and notarial seal this day, February 15, 2013

Notary Public

THIS INSTRUMENT PREPARED BY: Dave Paxson

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140

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## FIDELITY NATIONAL FILE IN CIPACE COMPANY



ORDER NUMBER: 2011 052010564 UOC STREET ADDRESS: 9547 S. CLAREMONT AVENUE

CITY: CHICAGO

TAX NUMBER: 25-07-101-022-0000

COUNTY: COOK

LEGAL DESCRIPTION:

LOT 23 (EXCEPT THE NORTH 20 FEET THEREOF), ALL OF LOT 24 AND LOT 25 (EXCEPT THE SOUTH 15 FEET THEREOF) IN BLOCK 3 IN HIGHLAND ADDITION TO LONGWOOD, BEING A RESUBDIVISION OF CALUMET HIGHLANDS, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST N. ION , (IILLINO).

ODERATION OF COOK COUNTY CLEARLY OF COOKING COOK COUNTY CLEARLY OF COOKING COOKIN QUARTER IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.