UNOFFICIA

SUBORDINATION

OF MORTGAGE

AGREEMENT

RHSP Fee:\$10.00 Affidavit Fee: Karen A. Yarbrough Cook County Recorder of Deeds

Date: 05/02/2013 12:35 PM Pg: 1 of 3

1312235128 Fee: \$42.00

FIRST AMERICAN TITLE ORDER # A HOOHO8



(the "Lender"), and First American This Agreement is by and betyeen Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

JOHN M ZUCKERMAN and PAULETTE ZUCKERMAN (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$176,000.00 to be secured by a mortgage, trust deed or other security interest f om 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 recanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such telms in the Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premises cated 4/25/2011 and recorded in COOK County, Illinois as Document No. 1113057096, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$42,000.00.

"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 \$176,000.00, with interest at the rate of % per annum, payable in monthly installments on the first day of every month beginning and continuing until the entire balance of principal and interest remaining unpaid shall be due and payable.

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 \$176,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY CENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUN'S 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.

AS RECORDED CONCURRENTLY HEREWITH

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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.

<u>Successors</u>. 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 April 11, 2013

FIRST AMERICANYBANK		[LENDER]	
By: Name: Weet Wuglar Title: Subordination Specialist Address: 80 Stratford Drive Bloomingdale, IL 60!08		By: Name: Title: Address:	
STATE OF ILLINOIS) SECOUNTY OF DUPAGE)	s. Dox		

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Todd Vuglar personally known to me to be the same person whose table 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.

Given under my hand and notarial seal this day, April 11, 2013

OFFICIAL SEAL
GARRY S. SMITH
Notary Public - State of Illinois
My Commission Expires Aug 03, 2014

THIS INSTRUMENT PREPARED BY: Todd Vuglar

Mail To:

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

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Lot 127 in Robbin's Resubdivision of certain Blocks and parts of Blocks together with Vacated parts of Streets and Alleys in Main Street and Waukegan Road Subdivision, being a Subdivision of the North Half of the South West Quarter of Section 19, Township 41 North, Range 13 East of the Third Principal Meridian, lying East of the Center Line of Telegraph Road and East of the Center Line of Waukegan Road, South of the Junction of said Roads (excepting the North 50 links thereof) and in the Subdivision of parts of Blocks 1, 2 and 3 and all of Blocks 9, 10 and 11 in said Main Street and Waukegan Road Subdivision, in Cook County, Illinois.

Permanent Index #'s: 10-19-310-051-0000 Vol. 117

New Eng.

OR COOK COUNTY CLERK'S OFFICE Property Address: 8231 New England Avenue, Niles, Illinois 60714