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Doc#: 1312349033 Fee: \$40.00

RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/03/2013 12:06 PM Pg: 1 of 2

Prepared by: Kathryn Kendall

Forest Park National Bank & Trust Co. 7348 W. Madison St. Forest Park, IL 60130

3123816

SUBORDINATION OF LIEN AGREEMENT

(ILLINOIS) (Catural Office of Allegans, PA 15001

This agreement, made this 12th day or March, 2013 by Dennis P Dunaway and Christine M Dunaway, owners of the land hereinafter described and hereinafter referred to as "OWNER", and Forest Park National Bank & Trust Co., present holder of a mortgage and hereinafter described and hereinafter referred to as "MORTGAGEE:

THAT WHEREAS, Dennis P Dunaway and Christine M Dunaway, OWNER, did execute a mortgage dated January 22, 2013 covering that certain real property described as follows:

THE SOUTH 10 FEET OF LOT 26 AND ALL OF LC I 27 IN HAASE'S ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF DESPLAINES AVENUE, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERICIAN. IN COOK COUNTY, ILLINOIS.

Commonly known as: 544 Ferdinand Avenue

Permanent Index Number: 15-13-209-012-0000 and 15-13-209-013-0000

to secure a Note in the original amount of \$98,370.37, with interest payable as therefore provided, which mortgage was recorded on February 5, 2013 as Document Number 1303626018 in the Official Records of said county; and

WHEREAS, OWNER has executed, or is about to execute, a mortgage and note in the amount of \$218,500.00, in favor of Wells Fargo Bank, N.A., hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein, which mortgage has yet to be recorded, and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage above mentioned shall unconditionally remain at all times, a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned, and

WHEREAS, LENDER is willing to make said loan provided the mortgage securing the lien or charge upon the above described property remains prior and superior to the lien or charge of the mortgage first above mentioned and provided that MORTGAGEE will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of LENDER; and

WHEREAS, it is to the mutual benefit of the parties hereto that LENDER make such loan to OWNER; and MORTGAGEE is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce

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LENDER to make the loan above referred to, it hereby declared, understood and agreed as follows:

- (1.) That said mortgage securing said note in favor of LENDER, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above described.
- (2.) That LENDER would not make its loan above described without this SUBORDINATION AGREEMENT.
- (3.) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of the LENDER above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage negative above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.

In Witness Whereof and instrument has been signed and sealed by the undersigned this 12th day of March, 2013.

Officer/Title

(NOTARY SEAL)

Notary Public

H:\data\shared\loan operations/forms/subordinationagreement

OFFICIAL SEAL
COLLEEN DEDECKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPERIENCES/22/16

C/e/t/s O/Fice