Record and Return to:
Ameriprise Bank, FSB
301 W. Bay Street
Jacksonville, FL 32202
File #6901562351
Min #100475269015623510
MERS Phone 1-888-679-6377

SUBORDINATION AGREEMENT (MORTGAGE)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

THIS AGREEMENT is made on this ____/4/5 day of March, 2013, between James F. Lee, as Trustee under the provisions of The James F. Lee 2008 Trust dated the 11th day of April 2008, who is/are the owner(s) of the land hereinafter described (the Borrower(s)"), and Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Ameriprise Bank, FSB, (the "Mortgagee").

WHEREAS, Borrower(s) executed a Mortgage (the "Subordinated Mortgage"), dated May 31, 2011, for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee or Ameriprise Bank, FSB (Mortgagee), and which encumbers the following described real property:

611 E. Frederick Street, Arlington Heights, IL 60004; As more particularly described in Exhibit 'A" attached hereto;

(the "Property"), to secure a Note in the sum of \$50.100.00 dated May 31, 2011, in favor of Mortgage Electronic Registration Systems, Inc. as nowinee for Ameriprise Bank, FSB, as Mortgagee (the "Subordinated Note"), which Subordinated Mortgage was recorded June 27, 2011 as Instrument #1117855005 in Official Records of Cook County, State of IL.

WHEREAS, to induce New Lender to make the New Loan, it is necessary that the Subordinated Mortgage be subordinated to the lien of the New Mortgage.

WHEREAS, it is to the mutual benefit of the parties that New Lender make the New I can to Borrower, and Mortgagee is willing to agree that the New Mortgage will constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Subordinated Mortgage.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared understood and agreed as follows:

SECTION ONE: SUBORDINATION

Mortgagee hereby covenants, consents, and agrees that the Subordinated Mortgage is and shall continue to be subject and subordinate in lien to the lien of the New Mortgage and any renewals or extension thereof. Mortgagee also covenants and agrees to place an endorsement upon the

Subordinated Note stating that the Subordinated Mortgage has been subordinated to the lien of the New Mortgage.

SECTION TWO: APPROVAL OF LOAN TERMS

Mortgagee declares, agrees and acknowledges that it consents to and approves of (i) all provisions of the New Note and the New Mortgage; and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and New Lender for the disbursement of the proceeds of the New Loan.

SECTION THREE: BINDING EFFECT

This Agreement shall be binding on Mortgagee and its successors and assigns, including each and every subsequent owner and holder of the Subordinated Note, and the terms of this Agreement shall inure to the benefit of New Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Note, or any renewal extension, or rearrangement thereof.

SECTION FOUR FITTIRE AGREEMENT

This Agreement shall be in: whole and only agreement with regard to the subordination of the lien of the Subordinated Nortgage to the lien of the New Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the New Mortgage and the Subordinated Mortgage, any paror agreements as to such subordination, including, but not limited to, those provisions, if any son ained in the Subordinated Mortgage, which provide for the subordination of the lien thereof to another deed or deeds of trust or to another mortgage or mortgages.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written,

Mortgage Electronic Registration Systems, Inc

Jill Moore Assistant Secretary

Beneficiary: Ameriprise Bank

Vice President Ruth Jwen, Sr.

Borrowers:

Tames F. Lee, Trustee of the James F. Lee dated APE, L 11, 2008 F James F. Lee, Trustee of the James F. Lee

2008 Trust dated April 11, 2008 FBO

James F. Lee

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UNOFFICIAL COPY

State of Florida County of Duval day of March, 2013, by The foregoing instrument was acknowledged before me this Jill Moore, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of said corporation. She is personally known to me or has produced as identification. Notary Public, State of Florida at Large My commission expires PATRICIA ANN MITCHELL Notary Public - State of Florida Ay Comm. Expires Aug 31, 2013 Commission # DD 921592 State of Florida County of Duval The foregoing instrument was acknowledged before me this 14 day of March, 2013, by Ruth Owen, Sr. Vice President of Ameriprise Bank, FSB, on behalf of said corporation. She is personally known to me or has produced as identification. Notary Public, State of F'on la at Large My Commission Expires: PATRICIA ANN MITCHELL Notary Public - State of Florida My Comm. Expires Aug 31, 2013 Commission # DD 921592

UNOFFICIAL COPY

EXHIBIT "A"

Escrow No. **7762657n** (sh) A.P.N.: **03-29-200-013-0000**

THE EAST HALF OF THE NORTH HALF OF LOT 18, EAST HALF OF LOT 19 AND EAST HALF LOT 20 IN C.A. GOELZ'S COUNTRY CLUB ADDITION, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 428.50 FEET THEREOF), OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT 1321898, IN COOK COUNTY, ILLINOIS.

FIRST AMERICON ELS
SUBORDINATION PEREMENT

WHEN RECORDED, RETURN 10:
FIRST AMERICAN MORTGAGE SE TV CES
1100 SUPERIOR A VENUE, CULTUE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING