

SUBORDINATION

OF MORTGAGE

AGREEMENT

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

78637520



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

OLIVER E RYAN and LAURA A RYAN (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 \$275,781.00 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"):

Definitions 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 1/21/2006 and recorded in COOK County, Illinois as Document No 0603121072, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$125,000.00.

"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 \$275,781.00*, with interest at the rate of _____% per annum, payable in monthly installments of \$ _____ on the first day of every month beginning _____ and continuing until _____ on which date the entire balance of principal and interest remaining unpaid shall be due and payable.

* Recorded on 05/23/2013 as Instrument # 1314357353

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 \$275,781.00 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 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.

Duration and Termination. 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.

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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 March 18, 2013

FIRST AMERICAN BANK
By: [Signature]
Name: Todd Vuglar
Title: Subordination Specialist
Address: 80 Stratford Drive
Bloomington, IL 61708

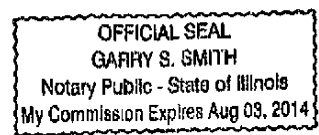
[LENDER]
By: [Signature]
Name: Briggetta M. Smith
Title: AVP Loan Lead
Address: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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 name 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, March 18, 2013

[Signature]
Notary Public



THIS INSTRUMENT PREPARED BY: Todd Vuglar

Mail To.

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

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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 March 18, 2013

FIRST AMERICAN BANK

[LENDER]

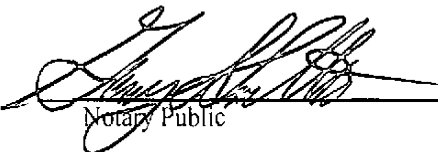
By: 
Name: Todd Vuglar
Title: Subordination Specialist
Address: 80 Stratford Drive
Bloomington, IL 61108

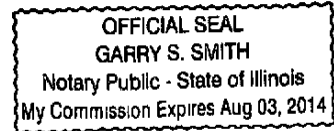
By: _____
Name: _____
Title: _____
Address: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

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 name 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, March 18, 2013


Notary Public



THIS INSTRUMENT PREPARED BY: Todd Vuglar

Mail To:

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

Property of Cook County Clerk's Office

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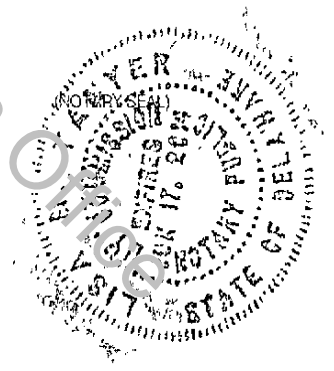
STATE OF Delaware }
 COUNTY OF New Castle }

On March 19, 2013 (date) before me, Lisa M. Tanyer (notary public) personally appeared **Briggetta Smith**, of BANK OF AMERICA, N.A. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature 

LISA M. TANYER
 NOTARY PUBLIC
 STATE OF DELAWARE
 My commission expires June 17, 2014



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ACKNOWLEDGMENT

STATE OF ILLINOIS

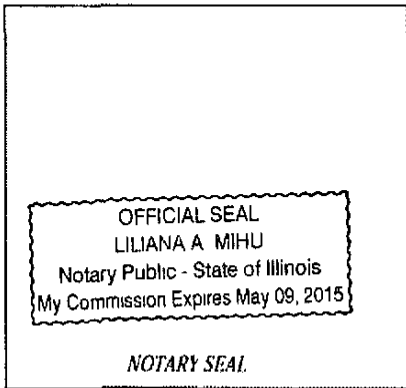
COUNTY OF COOK

On 04/10/2013 before me, LILIANA MIHU - Notary Public, personally appeared
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

CAIRA RYAN

NAME(S) OF SIGNERS

_____ personally known to me or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON 05/09/15

Description of Attached Document:

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signers Other Than Named Above: _____

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SCHEDULE A

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

LOT 2 IN BLOCK 9 IN HAZELTON'S ADDITION TO FOREST GLEN, SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

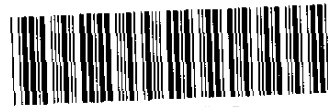
TAX ID NO: 13-09-203-010-0000

BEING THE SAME PROPERTY CONVEYED BY QUIT CLAIM DEED

GRANTOR: OLIVER RYAN, DIVORCED AND NOT SINCE REMARRIED
GRANTEE: LAURA RYAN, DIVORCED AND NOT SINCE REMARRIED
DATED: 11/03/2011
RECORDED: 01/05/2012
DOC#/BOOK-PAGE: 1200556045

ADDRESS: 5472 NORTH LAWLER AVENUE, CHICAGO, IL 60630

END OF SCHEDULE A



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