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Cock County Resolder of Deeds

*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

SUBORDINATION

OF MORTGAGE

AGREEMENT

57642725-2032028

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

BRIAN P KEADY and KATHY LOGAN LEADY (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 \$140,720.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Londer 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 date 1.2/16/2007 and recorded in COOK County, Illinois as Document No. 0705921097, made by Borrower to FAB to secure an innebte Jness in the original principal amount of \$200,000.00.

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 PUNCIPAL AMOUNT OF \$140,720.00 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.

<u>Default By Borrower</u>. 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.

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UNOFFICIAL COPY

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 May 03, 2013

FIRST AMERICAN BANK	(LENDER)	
Name toud Vuglar	By:	
Title Subordination Specialist	Name:	
Address: 80 Stratford Dr ve	Title:	
Bloomingdale, II oo 08	Address:	
C/X		
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, May 03, 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

UNOFFICIAL COPY

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 May 03, 2013

anz

By:
Name Good Vugiar
Title Subordina for Specialist
Address: 80 Stratford Driv

Bloomingdale, II 60108

[LENDER]

By: Name:

Title:

Ki S. Yoon Pak

Address: III Polar

14° 43240

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 none is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowle aged 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, May 03, 2013

AMZ

Notatio Public

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 AMANDA GENERALA OCHO-CULBUR YRANDON LETTE VENA SEGUCYE MONOSIMA

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EXHIBIT - Legal Description

Order Number: 57642725

Property Tax ID: 09-36-300-007

Land in the city/township/village of Park Ridge and the County of Cook, State of IL, more particularly described as:

The following descried real estate in the County of Cook, State of Illinois:

The West half of Lot 5 and the East half of Lot 6 in Block 2 in Park Ridge Heights, being a subdivision of the Nor', half of the North West quarter of the South West quarter of Section 36, Township 41 North, Range 12 Princ,
Whed as: 219 L.

Clarks Office East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Let vibed as: 219 Bellepaine Ave, Park Ridge IL 60068