

**SUBORDINATION AGREEMENT**

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This Agreement made this May 9, 2013 by New York Community Bank, assignee from the FDIC as Receiver for AmTrust Bank, FKA Ohio Savings Bank, whose address is 1801 East 9<sup>th</sup> Street, Cleveland, OH 44114 (hereinafter called "Lender") and **WELLS FARGO BANK, N.A. ISAOA** (hereinafter called "New Lender").

WHEREAS, Lender is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$56,400.00** executed by **JOYCE A. VIGLIONE, AN UNMARRIED WOMAN**, dated **09/09/2005**, recorded **09/20/2005**, in **DOC #0526304402** in **COOK** County Records, State of **ILLINOIS**, and covering the property described as follows:

**Legal Description**  
**13-04-306-030-0000**

THE EAST 1/2 OF LOT 13 IN BUTLER'S RESUBDIVISION OF LOTS 6 TO 24, BOTH INCLUSIVE, OF BUTLER'S SUBDIVISION OF LOT 4 IN KAY'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: **5501 W ARDMORE AVENUE, CHICAGO, ILLINOIS 60646**

WHEREAS, **JOYCE A. VIGLIONE** has applied to New Lender for a loan in an amount not to exceed **\$227,000.00**, which is to be secured by a Mortgage (hereinafter called "New Mortgage") covering the above described property.

WHEREAS, it is hereby agreed that the lien of the Lender shall be subordinate to the lien of the New Lender.


Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Lender covenants and agrees as follows:

1. Lender hereby waives the priority of the lien of the Mortgage in favor of the lien of the New Mortgage and covenants and agrees that the Mortgage is and shall be subject and subordinate to the lien of the New Mortgage without regard to the time of execution, filing, origination or recording thereof or the time of making any disbursement, loan or extension of the credit secured thereby.
2. Lender represents and warrants that it has not assigned or transferred the Mortgage, for collateral purposes or otherwise.
3. This Agreement shall be binding upon and shall insure to the benefit of the Lender and the New Lender and their respective heirs, legal representatives, successors and assigns.

AM

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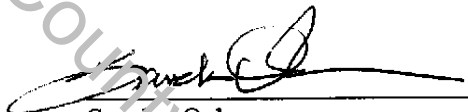
New York Community Bank, assignee from the FDIC as Receiver  
for AmTrust Bank FKA Ohio Savings Bank

By:   
Donna Wilson  
Its: Senior Vice President

STATE OF OHIO            )  
  ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this May 9, 2013, personally appeared Donna Wilson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Senior Vice President and acknowledged to me that he/she executed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



Sandra Osborne  
Notary Public, Cuyahoga County, Ohio  
Commission Expires: December 19, 2017  
Recorded in Cuyahoga County



**SANDRA OSBORNE**  
Notary Public, State of Ohio  
My Commission Expires Dec. 19, 2017  
Recorded in Cuyahoga County

# UNOFFICIAL COPY

Exhibit "A"

Legal Description for File: 1311010

All interest in the following described real estate situated in the County of Cook in the State of Illinois:

The East 1/2 of Lot 13 In Butler's Resubdivision of Lots 6 to 24, both inclusive, of Butler's Subdivision of Lot 4 In Kay's Subdivision of the Southwest Fractional 1/4 of Section 4, Township 40 North, Range 13 East of The Third Principal Meridian, in Cook County, Illinois.

Parcel No. 13-04-306-030-0000

*edg*

Property of Cook County Clerk's Office