M. S. FIE NO SUBORDINATION AGREEMENT

12823/6

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein anown as a "Security Instrument", dated June 05, 2004, in the amount of \$85,000.00 recorded on June 23, 2004 as document/book number 0417533167 in the County of COOK, in the state of Illinois granted by PETER JOHNSON AND PATRICIA JOHNSON begin known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

LOT 5 IN SOUTH BARRINGTON GREEN, UNIT 2, PHASE 1, BEING A SUBDIVISION OF FART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 15, 1976 AS DOCUMENT NO. 2875467, IN COOK COUNTY, ILLINOIS.

[Legal Description continued on page 3] CITIBANK, N.A., ISAOA ATIMA, I er ir known as "Lender", has granted or will grant to Borrower an extension of credit or o', or financial accommodation to be secured by a lien ("Lien") on the aforementioned Property.

In consideration of Lender's granting to Borrows, an extension of credit or other financial accommodation and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby subordinate it's interest, right and title granted by the aborementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$162,555.00, provided that the Lien is secured by a properly recorded Mortgage or Deed of Trust granted by Borrower to Lender on the above described Property and except with respect to Protective Advances described below. The Subordinating Party expressly reserves all right, title and interest in the Property granted by the Security Instrument as to any person other than Lender or Lender's assignees.

Prepared By: Angela Piper Return To: BMO Harris Bank N.A. PO Box 2058

Milwaukee, WI 53201-2058

Property Address: 19 Bachnut Dr. South Barrington, IL 60010

## **UNOFFICIAL COPY**

If the Subordinating Party makes advances of funds in performance of an obligation of the Borrower pursuant to the Subordinating Party's Security Instrument ("Protective Advances") and, if paid with the written consent of the Lender, such Protective Advances shall be secured by the Subordinating Party's Security Instrument and shall be given priority to and be superior to the aforementioned Lien granted to Lender.

Lender shall have prior rights as to Subordinating Party pursuant to the aforementioned properly recorded Lien as to proceeds arising as a result of the following: the exercise of eminent domain against all or any part of the Property, all rents, income, and profits, all amounts received for the taking of all or any part the Property by condemnation proceedings, all compensation received as damages for injury to all or any part of the Property, all proceeds from insurance on improvements to the Property, and all net proceeds from a foreclosure against the Property, including a deed given in lieu of foreclosure.

This agreement is binding on the successors and assigns of both the Subordinating Party and the I ender. This Subordination Agreement is executed this 7th day of August, 2013 on behalf of BMO Harris Bank N.A. by its officers:

Julie M. Westbrook

N

(Seal)

(Seal)

Title: Assistant Vice President

Michael W. Sherlock
Title: Assistant Vice President

State of Wisconsin County of Milwaukee ss.

This instrument was acknowledged refore me on 7th day of August, 2013, by Julie M. Westbrook and Michael W. Sherlock as officers of BMO Harris Bank N.A..

JANET L. WENTLANDT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin

My Commission (Expires) (L.)

2/8/15

SOFFICE

1327357222 Page: 3 of 3

## **UNOFFICIAL COPY**

[Legal Description continued from page 1]

APN: 01-22-401-029-0000

Property of County Clerk's Office