UNOFFICIAL COPY



Doc#: 1332313027 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 11/19/2013 10:16 AM Pg: 1 of 3

SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated March 12, 2008, in the amount of \$59,577.00 recorded on March 28, 2008 as document/book number 0808808005 in the County of COOK, in the state of Illinois granted by MARCY C. KRUEGER AND JOHN M. KRUEGER, UNMAKRIED herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

NORTH 133 FEET OF WEST 435.6 FEET OF EAST 871.2 FEET OF EAST 1/2 OF SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

[Legal Description continued on page 3] WELLS FARGO BANK N.A., ISAOA, herein known as "Lender", has granted or will grant to Borrower an extension of credit or other financial accommodation to be secured by a lien ("Lien") on the aforementioned Property.

In consideration of Lender's granting to Borrower an extension of creculor 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 aforementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$341,350.00, 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.

This instrument was drafted by: Monica Brown

Return To: BMO Harris Bank N.A. 3800 Golf Rd., Suite 300

P.O. Box 5036

Rolling Meadows, IL 60008

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 procedurgs, 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 Lender. This Subordination Agreement is executed this 20th day of July, 2012 on behalf of BMO Harris Bank N.A. by its officers:

William R. McRae

Title: Vice President

Julie M Westbrook

Title: Assistant Vice President

State of Wisconsin County of Milwaukee

}ss.

This instrument was acknowledged before me on 20th day of July, 2012, by William R. McRae and Julie M. Westbrook as officers of BMO Harris Bank N.A..

Notary Public, State of Wisconsin

My Commission (Expires) (Is)

UNOFFICIAL COPY

[Legal Description continued from page 1]

BY FEE SIMPLE DEED FROM MARY C. KRUEGER, DIVORCED AND JOHN M. KRUEGER AS SET FORTH IN DOC # 116745022 DATED 06/08/2011 AND RECORDED 06/16/2011, The UNITY

17-03-09-4.

OR COOK COUNTY CLEARLY OFFICE

OFFICE COOK COUNTY RECORDS, STATE OF ILLINOIS.

TAX ID: 03-09-401-073