When Recorded Return to: First Tennessee Bank National Association, Grantor P.O. Box 132 Memphis, TN 38101

SUBORDINATION AGREEMENT

(2) 58427119-2323455 RECITAL

WHEREAS, Preston Pisellini and Giana Pisellini, as husband and wife, not as joint tenants nor as tenants in common but as tenants by the entirety (hereinafter singly or collectively "Borrower") is the owner of the following described ical property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

817 North Lombard Avenue Oak Park, IL 60302

AND WHEREAS, the said Borrower has made application for a closed- and mortgage loan ("New Loan") in an amount not to exceed from MERS Inc., as Nominee for Quicken Loans, Inc. (the "Grantee"), whose address is: 635 Woodward Avenue, Detroit, Mi 48226 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZON MONEY CENTER (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Mortgage) As Mortgagee under a Mortgage dated September 13, 2003 and recorded September 24, 2003 as Instrument Number: 0326739036. Assignment dated December 17, 2003 and recorded May 12, 2005 in Instrument Number: 0513232020. Modification dated April 6, 2007 and recorded June 19, 2007 in Instrument/Case Number: 0717010038. Official Records of Cook County, State of Illinois.

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ar way

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

#### **AGREEMENTS:**

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall conforce and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Granice of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, no an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- 5. This Agreement shall be construed in accordance with the lawr of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this agreement of the agreement of

WITNESS:

Barbara Wilson

First Tennessee Bank National Association (Grantor)

Name: Debra D. Cottingham

Title: Limited Vice President Underwriter

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**ACKNOWLEDGMENT** 

STATE OF <u>TENNESSEE</u>	)
	) ss:
COUNTY OF <u>SHELBY</u>	)

Before me, <u>Lee Anne Todd</u> the state and county mentioned, personally appeared Debra D. Cottingham with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter of First Tennessee Bank National Association, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

WITNESS my hand and pricial seal on this 200 day of the day of the

Notary Public Jodd

My Commission expires: December 16, 2073

Prepared by: Lee Anne Todd First Tennessee Bank 1555 Lynnfield Bldg C Memphis, TN 38119



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#### **EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 16 05-393-033-0000

Land Situated in the County of Cook in the State of IL

In Situateo ...

JTS 17 AND 18 IN BLOCK 12...
DDITION BEING A SUBDIVISION OF ...
JF THE SOUTH EAST 1/4 OF SECTION 6 AND ...
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE Trans.
ILLINOIS.

Commonly known as: 817 N Lombard Ave , Oak Park, IL €05/12