## SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated September 08, 2007, in the amount of \$35,000.00 recorded on September 20, 2007 as document/book number 0726346136 in the County of COOK, in the state of Illinois granted by CARIN L. NOWAK herein known as "Borrower", granting Subcadinating Party a security interest in the following described property ("Property"):

ASSESSOR'S PARCEL NO: 03-21-402-014-1260

[Legal Description continued on page 3] GREEN TREE SERVICING, LLC, 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 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 aforementioned Security Instrument to the aforementioned Lien, not to exceed the total amount of \$67,500.00, 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.

Recorded 11/26/2013 as instrument 1333057688

This instrument was drafted by: Angela Piper

Return To: BMO Harris Bank N.A. 1200 Warrenville Road Naperville, IL 60563

## **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 Lender. This Subordination Agreement is executed this 28th day of October, 2013 on behalf of BMO Haris Bank N.A. by its officers:

Michael W. Sherlock

Title: Assistant Vice President

Julie M. Westbrook

Title: Assistant Vice President

(Seal)

State of Wisconsin County of Milwaukee

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This instrument was acknowledged before me on 28th day (1 October, 2013, by Michael W. Sherlock and Julie M. Westbrook as officers of BMO Harris Bank N.A..

JANET L. WENTLANDT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin

My Commission (Expires) (Is)

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## **UNOFFICIAL COPY**

Order No.: 1
Loan No.: 00063

17492728 000625994108

## **Exhibit A**

The following described property:

Unit Number 8-21 in Brandenberry Park East Condominium as delineated on a Survey of the following described Real Estate: Lot 1 in Unit 1, Lot 2 in Unit 2, Lot 3 in Unit 3, and Lot 4 in Unit 4 of Brandenberry Park East by Zale, being a Subdivision in the Southeast 1/4 of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25108489, as amended from time to time, together with its undivided percentage interest in the common elements.

Assessor's Parcel No: 03-21-402-014-1260