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SUBORDINATION

OF MORTGAGE

AGREEMENT

Doc#. 2212921232 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/09/2022 11:03 AM Pg: 1 of 4

22USSTL105764 2.f2



This Agreement is by and between **Interfact** (the "Lender"), and First American Bank ("FAB"). Based on the represerations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

<u>DIANA R CAMPAGNA and JOHN J CAMPAGNA JR.</u> (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a n w c edit or loan in the maximum principal amount of \$240,000.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):

<u>Definitions</u>. The following words shall have the following n eanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premises uated 3/16/2019 and recorded in COOK County, Illinois as Document No. 1910612063, made by Borrower to FAB to secure an indeption ess in the original principal amount of \$50,000.00.

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PRO VIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$240,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LFREER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN FXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

<u>Default By Borrower</u>. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

<u>Duration and Termination</u>. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

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Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

<u>Successors</u>. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WHINESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of March 17, 2022

FIRST MERICAN [LENDER] By: By: Name: Donna Barteli Name: Title: Subordination Specialist Title: Address: 80 Stratford Driv. Address: Bloomingdale, IL 60 03 STATE OF ILLINOIS COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Donna Bartoli personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, March 17, 2022

Notary Public

THIS INSTRUMENT PREPARED BY: Donna Bartoli

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140 JAMES P DE REY NOTARY PUBLIC, STATE (FILLINOIS MY COMMISSION EXPIRES: 3, 24,7)25

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LENDER INTERFIRST MORTGAGE COMPANY
BY:
NAME: SANG LEE
TITLE: POST CLOSING MANAGER
ADDRESS. 9525 W BRYN MAWR AVE
PUSEMONT, IL 60018
Ox
NOTARY ACKNOWLEDGEMENT
94
State of IL
County of: Cook
Before.me, <u>lava A. Harle</u> , Notary Public, personally appeared
Sang Lee
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which their Person(s) acted, executed the instrument
This 23th day of March, 2022

WITNESS my hand and official seal (seal)



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Exhibit A

Legal Description

The following described land situated in the County of Cook in the State of Illinois:

Lot 116 in William Zelosky's First Addition to Park View Crest, being a subdivision of parts of Lots 5 and 6 and all of Lot 8 in Assessor's Subdivision of the Northeast 1/4 and part of the Northwest 1/4 of fractional Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID(s): 13-05-114-001-0000

Property Commonity Trown as:
6173 North Moody Averue, Chicago, IL 60646