PREPARED BY: E. BATORSON WHEN RECORDED RETURN TO: Old Second National Bank Loan Servicing Department 37 S. River St. Aurora, IL 60506

2011 012428

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 MAR - 3 AM 10: 44

MICHELLE FAJMAN RECORDER

# **SUBORDINATION AGREEMENT**

Loan # 72019049

This Subordination Agreement is dated for reference January 6, 2011 and is between

### **Old Second National Bank**

whose Principal address is 37 S. River St. Aurora, IL 60506 (called "Junior Lender") and

New Senior Lender's Name:

JP MORGAN CHASE BANK NA

Senior Lender's Address:

3050 HIGHLAND PARKWAY, POWNERS GROVE, IL 60515

(called "New Senior Lender")

This Document of

**Jocument** is

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument: March 10, 2009

Borrower(s): CLIFFORD M BRADY AND CAROLYN BRADY

Property Address: 412 WILDERNESS DRIVE, SCHERERVILLE IN 46375

Legal Description of real property secured by Security Instrument ("Property"):

LOT 3, UNIT 1, IN BRIAR RIDGE COUNTRY CLUB ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDANA, RECORDED IN PLAT BOOK 53, PAGE 79, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel Number: <u>45-11-05-301-002.000-0</u> : Recording Date: <u>4/9/09</u> County: <u>LAKE CO</u> Recording Number: <u>2009 022838</u> Book:	<u>36</u> DUNTY, INDIAN	<u>A</u> Amount: <b>\$ 19,5</b> 0	AMOUNT \$_ 00.00.	CHARGE
	Page: _		CHECK #	231541
HOLDFOR PREMILOM THEE 308143			OVERAGE_	
	Page 1 of 3		COPY NON - COM	- D-72
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B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender, not to exceed the original principal sum of \$ 169,470.00 (the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

### 1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Lender's New Senior Security Instrument and all obligations it secures. Junior Lender irrevocably consents to and approves the recordation of the New Senior Security Instrument and the obligations it secures.

### 2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Senior Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

### 3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns. Document is the property of
This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Senior Security Instrument or any successor of either of the parties.

### 5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

## 6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

# 7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and New Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

### 8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 60 days of the reference date first written above.

JUNIOR LENDER: OLD SECOND NATIONAL BANK

BY: Jonen Agnorella

NAME: KAREN SIGNORELLA

TITLE: VICE PRESIDENT

STATE OF ILLINOIS COUNTY OF KENDALL

ON January 6, 2011 BEFORE ME, KIMBERLY STONECIPHER

PERSONALLY APPEARED KAREN SIGNORELLA

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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 or which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

necishes

SIGNATURE OF NOTARY PUBLIC

"OFFICIAL SEAL"
Kimberly S. Stonecipher
Notary Public, State of Illinois
My Commission Expires December 9, 2011