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Cook County Recorder

29.00



HOLAGI TO 19400 SUBORDINATION AGREEMENT

Agreement that this 30th day of May, 2000, by and among Manufacturers Bank, a federally chartered stock savings bank ("Existing Mortgagee"), Stanford J. Projansky, Joyce Eisenberg (collectively "Owners"), and LaSalle Home Mortgage Corporation A Division of ABN Mortgage Group, Inc. ("New Mortgagee").

## WITNESSETH:

WHEREAS, the Owners own it entire fee title to certain real property and improvements thereon known as, 9245 Forest View, more particularly described below, if necessary, ("Real Estate"); and

Lot 110 (except the North 5 feet thereof) all of Lot 109 and the North 5 feet of Lot 108 in Eugene L. Swenson's Evanston Manor being a subdivision in the North ½ of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgagee dated, and recorded on 7<sup>th</sup> day of June, 1999, as Document Number 99542675 in the office of the Cook County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum of Eighty Thousand dollars (\$80,000.00) to be secured by a mortgage on the Real Estate ("New Mortgage"), a copy (I which has been supplied to Existing Mortgagee, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

BOX 333-CTI

- 1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.
- 2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.
- 3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.
  - 4. Without 'imitations of the forgoing:
    - (a) The Own or further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgagee or its successors or assigns a copy of any notice of default given by New Mortgage to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.
    - (b) The New Mortgagee further agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns.
- 5. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new mortgage is dated and recorded on in the Office of the Recorder of County, as Document No.:
- 6. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgagee to Existing Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

Attn.: Loan Servicing MANUFACTURERS BANK 1200 N. Ashland Chicago, IL 60622

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

- 7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.
  - 8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:

NEW MORTGAGEE:

Manufacturers Bank	<u>LaSalle Home Mortga</u> <u>Division of ABN Mortga</u>	
1200 N. Ashland Ave Chicago, 1L 00680	DIVISION OF ADIA WORLE	ge Group, me.
Cinidago, IL Osoyo		
By: Inally En	By:	
Ronald Meyer, Assistant Vice President		
Ox	(Name)	(Title)
Attest: Cynthia Davis, Authorized Signe	Ву:	
Cyluma Davis, Aumorized Signe		
•	(Name)	(Title)
	0	
	40x	
OWNER: X	4	
Stanford J. Proj	ansky	
		<b>*</b>
	•	T,O
XJoyce Eisenberg	<del>,</del>	
Joyce Eisenberg	•	150
Property Address:		· (C)
9245 Forest View Evanston, IL 60203	(Name)	0
Property Index Number:		
10-14-223-019-000		

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STATE OF	)
COUNTY OF	) SS. )
CERTIFY, that Stanford J. Projansky, person whose name subscribed to the	Ind for the County, in the State aforesaid, DO HEREBY  Joyce Eisenberg personally known to me to be the same foregoing instrument, appeared before me this day in signed, sealed and delivered the oluntary act, for the uses and purposes therein set forth, ight of homestead.
Given under my hand and officia	al seal, this day of, 19
[SEAL]	Notary Public
STATE OF COUNTY OF	) ) SS.
COUNTY OF	
	nd for he County, in the State aforesaid, DO HEREBY personally
known to me to be the	of
LaSalle Home Mortgage Corporation	A Division of ABN Mortgage Group, Inc., and personally known to me to be the
	of said corporation and personally known to me to be
the same persons whose names are substitutes day in person and	scribed to the foregoing instrument, appeared before me severally acknowledged that as such and
affixed thereto, pursuant to authority give	t and caused the corporate seal of said corporation to be en by the Board of Directors of said corporation, as their d voluntary act and deed of said corporation, for the uses
Given under my hand and officia	al seal, this 30th day of May, 2000.
	Notary Public
[SEAL]	•

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STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald Meyer personally known to me to be the Assistant Vice President of Manufacturers Bank, a federally chartered stock savings bank, and Cynthia Davis personally known to me to be the Authorized Signer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Vice President and Authorized Signer, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of May, 2000.

"OFFICIAL SEAL"

Janke Krzywonos

Notary Public, State of Illinois

My Commission Eps 1/23/2001

Janice Krzywonos, Modary Public

To:

Servicing

This instrument prepared by: Manufacturers Bank 1200 N. Ashland Chicago, IL 60622 (773) 292-2000

Mail to:
Atn: Loan Servicing
1200 N. Ashland
Chicago, IL 60611

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