

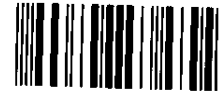
BOX 178

UNOFFICIAL COPY 00433696

LASALLE BANK FSB
SUBORDINATION AGREEMENT

3959/0093 28 001 Page 1 of 4
2000-06-13 13:13:23
Cook County Recorder 51.00

MAIL TO: LASALLE BANK
ATTN: FILE AUDIT DEPT
4901 W. IRVING PK RD
CHICAGO, IL 60641



00433696

Account #92-7401053512

THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois this 17TH day of DECEMBER, 1999 by LaSalle Bank FSB, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and State of Illinois ("Bank").
Witnesseth

WHEREAS, the Bank is the owner of a mortgage dated MAY 14, 1999 and recorded MAY 20, 1999 among the land records in the Office of the Recorder of Deeds of COOK County, Illinois as document number 99489534 made by LORIA A. KIDD ("Borrowers"), to secure and indebtedness of \$7,000.00 ("Mortgage"); and

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 3151 BERNICE RD UNIT 3 LANSING ILLINOIS 60438 and more specifically described as follows:

LEGAL DESCRIPTION: PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 97-289877, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST APPURTENANT THERETO IN COOK COUNTY, ILLINOIS.

PIN # 30-30-408-055-1045

WHEREAS, _____ ("Mortgagee") has refused to make a loan to the Borrowers of \$64,969.07 except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee make the loan to Borrowers, it is hereby mutually agreed, as follows:

1. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated _____ reflecting and securing the loan made by Mortgagee to Borrower, in the amount of SIXTY FOUR THOUSAND NINE HUNDRED SIXTY NINE DOLLARS AND 07/100, and to all renewals, extensions of replacements of said Mortgagee's mortgage; and

2. That this Agreement shall be binding upon and shall insure to the benefit of Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, this Subordination Agreement has been executed by the Bank of the date first above written.

By: Scherry Williams
Scherry Williams, Consumer Loan Officer

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

I, the undersigned, a notary public in an for said County, in the State aforesaid, DO HEREBY CERTIFY that, Scherry Williams, Consumer Loan Officer of LaSalle Bank FSB, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the "Bank", for the uses and purposes therein set forth.

Given under my hand official seal, this 17TH day of DECEMBER, 1999.

Debbie Garo
Notary Public



UNOFFICIAL COPY

delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No.1 above:

- (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Juana Casey
Witness 1

Lori A. Kidd
Lori A. Kidd

Richard Huiqa
Witness 2

Rinda Camporeale
Witness 1

The Chase Manhattan Bank
Renee S. Deeds
Renee S. Deeds,
Vice President

Tom J. Carter
Witness 2

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**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made effective the 15th Day of December, 1999 between Lori A. Kidd ("Borrower") and The Chase Manhattan Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") to The Chase Manhattan Bank, dated May 18, 1998, recorded May 28, 1998, as Instrument No. 98445188, County of Cook, State of Illinois (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 3151 Bernice Road, Unit 3, Lansing, Illinois 60438, with the original principal balance of U.S. \$61,250.00, the real property described being set forth as follows:

Parcel 1: Unit 3151-3 in Bernice Terraces Condominium as delineated on survey of the following described parcel of real estate:

Part of the Northeast Quarter of the Southeast 1/4 of Section 30, Township 36 North, Range 15, East of the Third Principal Meridian which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 97-289877, as amended from time to time, together with its undivided percentage interest appurtenant thereto in Cook County, Illinois.

Parcel 2: Easements for the benefit of Parcel 1 as set forth in Declaration and grant of Easement recorded April 28, 1997 as Document No. 97-289876.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of January 1, 2000, the amount payable under the Loan Documents is U.S. \$64,793.42 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has been amended from June 1, 2028, to January 1, 2030 ("Maturity Date").
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rates as specified below:
 - (a) The rate of 7.5% for the payments due from February 1, 2000 through and including January 1, 2030.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$453.04 for the payments due from February 1, 2000 through and including January 1, 2030. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78109 Phoenix, AZ 85062-8109, or at such other place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is

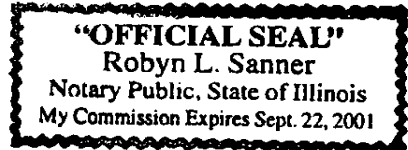
STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named Lori A. Kidd, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at 9:30 a.m., this 30th day of March, 2000.

Robyn L. Sanner
Notary Public

My commission expires: 9-22-2001



STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Renee S. Deeds, to me known and known to be the person who, as Vice President of The Chase Manhattan Bank, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Worthington Ohio, this 1st day of June, 2000.

Renee M. Draudt
Notary Public



RENEE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 15th Day of December, 1999 between Lori A. Kidd ("Borrower") and The Chase Manhattan Bank ("Lender"), amends and

00433696

LASALLE BANK FSB
SUBORDINATION AGREEMENT

MAIL TO: LASALLE BANK
ATTN: FILE AUDIT DEPT
4901 W. IRVING PK RD
CHICAGO, IL 60641

RECORDED ON

JUN 13 2000
\$51.00

Account #92-7401053512

THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois this 17TH day of DECEMBER, 1999 by LaSalle Bank FSB, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and State of Illinois ("Bank").

Witnesseth

WHEREAS, the Bank is the owner of a mortgage dated MAY 14, 1999 and recorded MAY 20, 1999 among the land records in the Office of the Recorder of Deeds of COOK County, Illinois as document number 99489534 made by LORI A. KIDD ("Borrowers"), to secure and indebtedness of \$7,000.00 ("Mortgage"); and

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 3151 BERNICE RD UNIT 3 LANSING ILLINOIS 60438 and more specifically described as follows:

LEGAL DESCRIPTION: PART OF THE NORTHEAST QUARTER OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 97-289877, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST APPURTENANT THERETO IN COOK COUNTY, ILLINOIS.

PIN # 30-30-408-055-1045

WHEREAS, _____ ("Mortgagee") has refused to make a loan to the Borrowers of \$64,969.07, except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee make the loan to Borrowers, it is hereby mutually agreed, as follows:

1. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated _____ reflecting and securing the loan made by Mortgagee to Borrower, in the amount of SIXTY FOUR THOUSAND NINE HUNDRED SIXTY NINE DOLLARS AND 07/100, and to all renewals, extensions of replacements of said Mortgagee's mortgage; and
2. That this Agreement shall be binding upon and shall insure to the benefit of Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, this Subordination Agreement has been executed by the Bank of the date first above written.

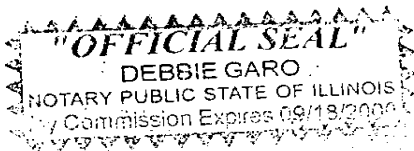
By: Scherry Williams
Scherry Williams, Consumer Loan Officer

STATE OF ILLINOIS)
}SS
COUNTY OF COOK }

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, Scherry Williams, Consumer Loan Officer of LaSalle Bank FSB, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the "Bank", for the uses and purposes therein set forth.

Given under my hand official seal, this 17TH day of DECEMBER, 1999.

Debbie Garo
Notary Public



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delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No.1 above:

- (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Juana Casey
Witness 1

Lofi A. Kidd
Lofi A. Kidd

Richard Triga
Witness 2

Rinde Campese
Witness 1

The Chase Manhattan Bank

Renee S. Deeds
Renee S. Deeds,
Vice President

Tom S. Carter
Witness 2

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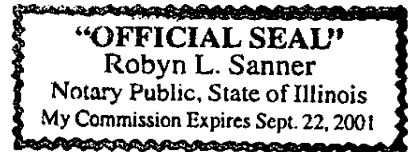
STATE OF Illinois
COUNTY OF COOK

Before me, a Notary Public, in and for said County, personally appeared the above named Lori A. Kidd, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at 9:30 a.m., this 30th day of March, 2000.

Robyn L. Sanner
Notary Public

My commission expires: 9-22-2001



STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Renee S. Deeds, to me known and known to be the person who, as Vice President of The Chase Manhattan Bank, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Worthington Ohio, this 1st day of June, 2000.

Bruce M. Draudt
Notary Public



BRUCE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 15th Day of December, 1999 between Lori A. Kidd ("Borrower") and The Chase Manhattan Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") to The Chase Manhattan Bank, dated May 18, 1998, recorded May 28, 1998, as Instrument No. 98445188, County of Cook, State of Illinois (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 3151 Bernice Road, Unit 3, Lansing, Illinois 60438, with the original principal balance of U.S. \$61,250.00, the real property described being set forth as follows:

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Parcel 2: Easements for the benefit of Parcel 1 as set forth in Declaration and grant of Easement recorded April 28, 1997 as Document No. 97-289876.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of January 1, 2000, the amount payable under the Loan Documents is U.S. \$64,793.42 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has been amended from June 1, 2028, to January 1, 2030 ("Maturity Date").
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rates as specified below:
 - (a) The rate of 7.5% for the payments due from February 1, 2000 through and including January 1, 2030.
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 - (a) Monthly payments of \$453.04 for the payments due from February 1, 2000 through and including January 1, 2030. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78109 Phoenix, AZ 85062-8109, or at such other place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is

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delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No.1 above:

- (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Juwana Casey
Witness 1

Richard Triga
Witness 2

Lofi A. Kidd
Lofi A. Kidd

Rinda Camporeale
Witness 1

Tom S. Carter
Witness 2

The Chas. M. Manhattan Bank

Renee S. Deeds
Renee S. Deeds,
Vice President

{Space Below This Line for Acknowledgments}

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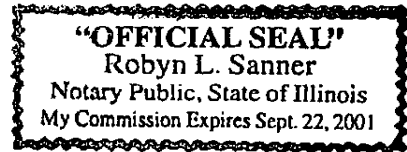
STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named Lori A. Kidd, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at 9:30 a.m., this 30th day of March, 2000.

Robyn L. Sanner
Notary Public

My commission expires: 9-22-2001



STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Renee S. Deeds, to me known and known to be the person who, as Vice President of The Chase Manhattan Bank, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized hereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Worthington Ohio, this 18th day of June, 2001.

Bruce M. Draudt
Notary Public



BRUCE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04