LaSalle Bank

SUBORDINATION AGREEMENT

**Prepared by: Scherry Williams** MAIL TO: LaSalle Bank N.A.

Attn: File Audit Department 4747 W. Irving Park Road Chicago, IL 60641

Account 119-028082394

UNOFFICIAL C 21/0030/02 001 Page 1 of

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Cook County Recorder

23.00



THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois this 29th day of January, 2001 N.A., 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 January 29, 1998 and recorded February 19, 1998 among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as document number 98133930 made by Jeffrey M. Foster ("Borrowers"), to secure and indebtedness of \$50,000.00 ("Mortgage"); and

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 6201 N. Kilpartrick, Chicago, IL 60657 and more specifically described as follows:

THE EAST 1/2 OF LOTS 42, THE WEST 26 FEET AND 9 INCHES OF LOT 43 IN ALBERT PICK'S SUBDIVISION OF THE EAST 1/2 OF OUTLOT 18 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 14-29-422-031

NATIONAL CITY MORTGAGE SERVICES CO. ("Mortgagee") has refused to make a loan to the Borrowers of \$351,950.00 except upon condition that the Nic tgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Collars in hand paid by each of the parties here to the other, and of other good and valuable consideration, the receipt and sufficiency of vibich 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 FEBRUARY 6, 2001: reflecting and securing the loan made by Mortgagee to Borrower, in the amount mortgage dated of THREE HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED FIFTY DOLLARS AMD NO/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, it successors and assigns.

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

Nancy Zapfe, Assistant Vice President

STATE OF ILLINOIS}

COUNTY OF COOK }

BOX 169

I, the undersigned, a notary public in an for said County, in the State aforesaid, DO HEREBY CERTIFY that, Nancy Zapfe Assistant Vice President, of LaSalle Bank N.A., 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 29th day of January, 2001.

NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 01/27/2004