2001-04-20 08:33:54

Cook County Recorder

GRANTOR

25.00

Q79(1376-8

25 GROWER

FOSTER BANK 5225 N. KEDZIE AVE. CHICAGO, IL 60625 (773)588-3355



REAL PROPERTY SUBORDINATION AGREEMENT

	GRACE ELECTRIC CONSISTICTION CORP.	SOON JA CHUNG
	~/x,	
	9	
	Ox	
	ADDRESS	ADDRESS
	10350 DEARLOVE RD., UNIT C GLENVIEW,IL 60025	3022 PEACHGATE LN. GLENVIEW, IL 60025
		D. TELEPHONE NO. IDENTIFICATION N
	(847)759–8063	(847)724–5317
	CREDITOR: FOSTER BANK, 5225 N. KEDZIE AVE.,	CATCAGO, II. 60625
		3.74,037, 12, 00023
	For valuable consideration, the receipt and sufficiency above resolve the priority of their debts and security interes	of which is acknowledged, Creditor and Lender indicated ats and agree as follows:
	1. CREDITOR'S SECURITY INTEREST. Creditor owns	s and holds a Jote and related Mortgage, which Mortgage
C	was recorded in Book at Page Filing Cook	Date Document No County, Illinois, encumbering the following
_	described real property, all present and future improvement	is and fixtures located netein (the "Property"):
		1.0
	LOT 5 IN APPLE VALLEY SUBDIVISION, BEING A S	
	NORTH 1/2 OF THENORTHEAST 1/4 AND PART OF TH	
	EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY	
	THE THIRD PRINCIPAL PRINCIPAL IN COOK COOKIT	, Indiaoip.

Address of Real Property: 3022 PEACHGATE LN., GLENVIEW, IL 60025

Permanent Index Number(s): 04-33-208-020-0000

LP-IL517@ FormAtion Technologies, Inc. (12/22/94) (800) 937-3799

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LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT. Borrower has requested a \$\frac{180,000.00}{\text{ bender}}\$ loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrower's defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

- 3. SUBORDINATIONOF CREDITOR'S SECURITY INTEREST. Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property.
- 4. PRIORITY OF SECURITY INTERESTS. The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.
- 5. WAIVER OF LIMITATIONS. Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshall any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guaranter or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this: Agreement.
- 6. DOCUMENTATION AND NON-INTERFERENCE. Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.
- 7. **TERMINATION.** This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolver by, receivership, liquidation or reorganization proceeding.
- 8. EFFECT ON BORROWERAND THIRD FARTIES. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.
 - 9. REPRESENTATIONSAND WARRANTIES. Creditor represents and warrants to Lender that:
 - a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any cairn that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
 - b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
 - c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
 - d. Creditor has conducted an independent investigation of Borrower's ousiness affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.
- 10. ASSIGNMENT. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.
- 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees; receivers, administrators, personal representatives, legatees, and devisees.
- 12. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable the rest of the Agreement shall remain valid.
- 13. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.
- 14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.
- 15. ATTORNEYS'FEES. Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.
- 16. JOINT AND SEVERAL. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.
- 17. INTEGRATION. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

18. ADDITIONAL TERMS. UNOFFICIAL COPY

Creditor acknowledges that Creditor has read, understands, a	and agrees to the terms and conditions of this Agreement.
DATED: March 3, 2001	
CREDITOR: Foster Pank	CREDITOR:
BY: Christine foon	BY:
TITLE: Loan Officer	TITLE:
LENDER: Greater Mortgage Corp.	CREDITOR: 10322610
BY:	BY:
TITLE:	TITLE:
State of) County of, ss.	State of)
County of	County of) ss.
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charter Your Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as he free and voluntary act, for the uses and purposes herein set forth.	as
Given under my hand and official seal, this 3rd day of 1000 day	Given under my hand and official seal, thisday of
Commission expires: SUE CHOI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-10-2001	Notary Public Commission expires:
This instrument was prepared by: Foster Bank/Sue Choi	., 5225 N. Kedzie Ave., Chicago, IL 60625
After recording return to Lender.	
LB II E17 (I) CormAtion Technologies Inc. (12/22/04) (900) 927-2799	Page 3 of 3 initials