

GIT

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This Agreement is made and entered on this **1st** day of **August, 2001**, by and between **Mid City National Bank**, the subordinating lender and **First Personal Bank**, the Lender.

WHEREAS, **Mid City National Bank** is the owner and holder of a note from **Lawrence J. Svabek and Kathleen M. Svabek, His Wife**, Address at 14624 Crystal Tree Drive, Orland Park, IL 60462 dated September 10, 1997, in the principal amount of **\$125,000.00**, the repayment of which is secured by a MORTGAGE, and the property described therein, recorded **October 14, 1997** as Document **97759392**, recorded in **Cook County**; and described:

Lot 95 in Crystal Tree, being a Subdivison of part of the East 1/2 of Section 8, Township 36 North, Range 12 East of the Third Principal Meridian, in the Village of Orland Park, according to the Plat recorded as Document Number 87520779, in Cook County, Illinois.

Property Address: 14624 Crystal Tree Drive, Orland Park, IL 60462 / PIN: 27-08-207-004

WHEREAS, **First Personal Bank** proposes to make a loan to **Lawrence J. Svabek and Kathleen M. Svabek, His Wife**, in the principal amount of **\$175,000.00**; and

WHEREAS, and **First Personal Bank** has agreed to make said loan to the Borrower provided its security interest, evidenced by note and MORTGAGE, shall be superior to the lien, right, title and interest of **Mid City National Bank** with respect to the property, and **Mid City National Bank** is willing to subordinate its interest to that of **First Personal Bank** of the terms and conditions provided herein below.

NOW THEREFORE, in consideration of the within premises the parties contract, covenant and agree as follows:

1. **Mid City National Bank** shall cause, and does hereby cause, its security interest in the above described property to be subject and subordinate to the security interest of **First Personal Bank** in the amount not to exceed the principal sum of **\$175,000.00** together with all earned interest, and advances to pay taxes, insurance or to repair, maintain, or preserve the improvements to the property, and the cost of collection (including attorney's fees). It is further provided that any reduction in the principal amount of the loan subordinated hereto by **Mid City National Bank** constitutes a commensurate reduction in this subordination to the extent that the subordination applies to the principal amount of as document number 97759392.

2. **First Personal Bank** agrees that it shall not accelerate the maturity of the Borrower's note or to initiate any proceedings against the Borrower to foreclose under its MORTGAGE without first providing **Mid City National Bank** with a duplicate copy of the notice of default and acceleration, and further agrees to give **Mid City National Bank** thirty (30) days notice, from date of acceleration, to cure such defaults.

3. In no event shall **First Personal Bank** amend or modify its note and MORTGAGE, subordinated hereto by **Mid City National Bank** without the prior written consent **Mid City National Bank**.

4. This instrument shall expire and become null and void upon payment in full of the aforementioned NOTE from Borrower to **First Personal Bank**.

5. This agreement is expressly limited in application to the loan herein described, and priority is retained as against all other instruments or liens. The MORTGAGE held and owned by **Mid City National Bank** shall remain otherwise in full force and effect.

6. This subordination agreement shall supersede and cancel all previous subordinations concerning the above-described loans unless otherwise provided herein.

WITNESS the hand and seal of the undersigned the day and year first above written.

By : Phyllis Long
Phyllis Long, Vice President

State of **Illinois**
County of **Cook**

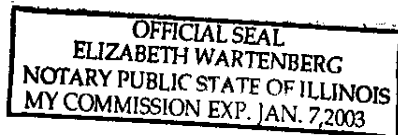
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Cook County Recorder 43.50

The undersigned, a Notary Public is and for said County, in the State aforesaid, do hereby certify that Phyllis Long personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me in person, and acknowledged that he, being duly authorized, signed and delivered said instrument as the free and voluntary act for the uses and purposes set forth.

Given under my hand and notarial seal, the 8-1-01

Elizabeth Wartenberg
Notary Public
Commission Expires: 1-7-03



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prepared by mail to:
Mid City National Bank
7222 W Cermak
North Riverside, IL 60546

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PARCEL 1: LOT 95 IN CRYSTAL TREE, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINE IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 88254545 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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