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2002-01-23 11:21:29  
Cook County Recorder 31.50



0020092182

Property of Cook County Clerk's Office

**SUBORDINATION AGREEMENT**

*LTL*  
*01-184570*

Agreement made this 3<sup>rd</sup> day of January, 2002 by and among Liberty Bank for Savings ("Existing Mortgagee"), Roberto Romo and Angela Romo as, his wife, (Collectively "Owner"), and Liberty Bank for Savings ("New Mortgagee").

WITNESSETH:

WHEREAS, the owner owns the entire fee title to certain real property and improvements thereon known as 7633 Beckwith Road, Morton Grove Illinois 60053-1023 more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and Lot 205 in Glen Grove Terrace, being a subdivision of part of the East 1/2 of the Northwest 1/4 of section 13, Township 41 North, Range 12, 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 March 5<sup>th</sup>, 2001 and recorded on the 5TH day of April, 2001 as Document Number 0010270960 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 Ten Thousand Dollars (\$10,000.00) to be secured by a mortgage on the real estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgagee, but is unwilling to make a 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.

Lawyers Title Insurance Corporation

*6*  
*CT*

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

CHICAGO, IL 60656

7111 W. FOSTER

LIBERTY BANK FOR SAVINGS

Existing Mortgagee at:

or if sent by United States registered or Certified mail, postage prepaid, addressed to Existing Mortgagee shall be deemed to have been properly given if served in person writing. All such notices, demands and requests by owner and New Mortgagee to

6. All notices, demands and request given or required to be given hereunder shall be in

Cook County, Illinois as document No. \_\_\_\_\_

January 11, 2002 and recorded on \_\_\_\_\_ in the Office of the Recorder of

against whom the same is sought to be asserted. The new mortgage is dated binding for any purpose whatsoever unless in writing and duly executed by the party of any right, obligation, claim of cause or action arising hereunder shall be valid or

5. No modification, amendment, waiver or release of any provision of this agreement, or

its successors or assigns.

until it has given written notice of such act or omission to Existing Mortgagee or

foreclose on the Real Estate, New Mortgagee will not exercise any such right

Mortgagee the right to accelerate the note secured by the New Mortgagee or to

Owner under the New Mortgagee (as modified hereby) which would give New

(b) The New Mortgagee further agrees that in the event of any act or omission by

such notice or statement is delivered to the Owner.

given by New Mortgagee to Owner under the New Mortgagee at the same time

to Existing Mortgagee or its successors or assigns a copy of any notice of default

(a) The Owner further agrees that from and after the date hereof, Owner shall deliver

4. Without limitation of the foregoing:

execution, delivery and recordation of the Existing Mortgagee.

effect as if the New Mortgagee had been executed, delivered and recorded prior to the

subordinate and inferior in all respects to the New Mortgagee with the same force and

3. Except as expressly provided herein, the Existing Mortgagee is and shall be subject,

etc.

it Secures or any extensions or renewals thereof, except as to changes in the interest

2. Neither the Owner nor the New Mortgagee will, without the prior written consent of

the existing Mortgagee, amend, modify, or supplement the New Mortgagee or the Note

Mortgagee or the Note it secures.

aforesaid; and that no default exists on the part of the Owner under the New

modified, altered or amended from the form supplied to Existing Mortgagee as

aforesaid; that the New Mortgagee is in full force and effect and has not been

1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as

LIBERTY BANK FOR SAVINGS

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:

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7. This Agreement shall inure to the benefit of and be 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:

By: Alan Kilburg  
Alan Kilburg  
Vice President

By: Alan Kilburg  
Alan Kilburg  
Vice President

Attest: Bernice Wawrzyniec  
Bernice Wawrzyniec  
Assistant Secretary

By: Bernice Wawrzyniec  
Bernice Wawrzyniec  
Assistant Secretary

OWNER: Roberto Romo  
Roberto Romo  
Angela Romo  
Angela Romo

Property Address: 7633 Beckwith Road, Morton Grove, Illinois 60053-1023  
Property Index Number: 09-13-110-007

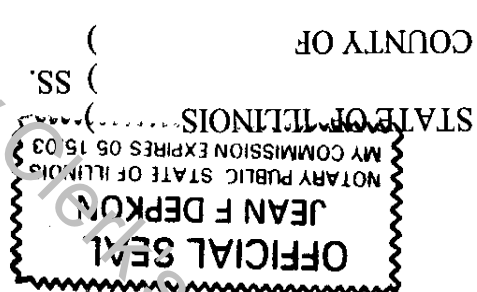
Cook County Clerk's Office

20092182

Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Alan Kilburg personally known to me to be the Vice President of Liberty Bank for Savings and Bernice Wawrzyniec personally known to me to be the Assistant Secretary of said corporation and personally known 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 Senior Vice President and Assistant Secretary, 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 purpose therein set forth.



*Jean F. Depkon*  
Notary Public

Given under my hand and official seal, this 11 day of January, 2002

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that ~~Anthony J. Donkas and Anna M. Donkas~~ personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed sealed and delivered the same instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. \*Roberto Romo and Angela Romo

STATE OF ILLINOIS )  
) SS. )  
) COUNTY OF )

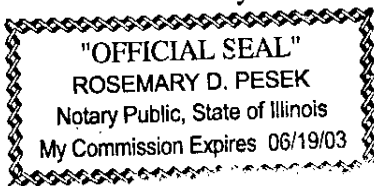
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF                    )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Alan Kilburg personally known to me to be the Vice President of Liberty Bank for Savings and Bernice Wawrzyniec personally known to me to be the Assistant Secretary of said corporation and personally known 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 Senior Vice President and Assistant Secretary, 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 purpose therein set forth.

Given under my hand and official seal, this 3rd day of January, 2002.



Rosemary D. Pesek  
Notary Public

This instrument prepared by:

Liberty Bank for Savings  
7111 W. Foster  
Chicago, IL 60656

**MAIL TO:**

Mail to: *A*

**TO:**

*Notary of Cook County Clerk's Office*

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Property Address: 7633 BECKWITH RD.  
MORTON GROVE, IL 60053

PIN #: 09-13-110-007

LOT 205 IN GLEN GROVE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

CASE NUMBER 01-18454