UNOFFICIAL CO18/20140292

2002-02-04 09:01:14

Cook County Recorder

27.50

0020140292

428B417(4)

Prepared by and after recording return to:
Founders Bank
3052 West 111th Screet
Chicago, Illinois 60655

STATE OF ILLINOIS

COUNTY OF COOK

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SUBORDINATION AGREEMENT

WHEREAS JOHN SEARS AND MAPCIA SEARS hereinafter termed

"Borrower" is presently indebted to the **FOUNDERS BANK** (FOUNDERS BANK) as evidenced by that certain Promissory Note executed by said **Borrower** in favor of the

FOUNDERS BANK, dated FEBRUARY 18, 2000 in the original principal amount

of THIRTY THOUSAND AND NO/100 (\$30,000,00) DOLLARS and

WHEREAS, said Note is secured, among other things, by that certain Mortgage executed by said JOHN SEARS AND MARCIA SEARS in favor of the FOUNDERS BANK dated FEBRUARY 18, 2000, and recorded as Document #_00167768_, with the Recorder of COOK County, Illinois; and

WHEREAS, said Borrower is desirous of obtaining an additional loan in the amount of <u>ONE</u>

<u>HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE AND NO/100</u>

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PACOR MORTGAGE CORPORATION

(\$117,675.00) DOLLARS from WASHINGTON MUTUAL BANK FA termed "Lender", for the purpose of first mortgage; and

WHEREAS, the Lender requires the Borrower to secure said loan with a Mortgage on the real estate described in the FOUR DERS BANK Mortgage and further requests that the FOUNDERS BANK subordinate its Mongage to that Mortgage being taken by said Lender.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce said Lender to make said additional loan to said Borrower, FOUNDERS BANK does hereby _subordinate its Mortgage to that Mortgage taken by Lender and which secures said additional loan.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that neither this Subordination Agreement nor anything contained herein shall in any way alter or affect the validity of the Mortgage of the FOUNDERS BANK first mentioned herein, or the lien on the real estate so · subordinated herein, or any of the other collateral securing the indebtedness of the Borrower to the FOUNDERS BANK

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the loan amount and purpose as expressly set forth herein, and will not be valid or extend any future advancements made by said <u>Lender</u> on the Note evidencing its loan.

IN WITNESS WHEREOF, the FOUNDERS BANK has caused this Subordination Agreement to be executed by SHELBY J. GERMANY, ASST. VICE PRESIDENT on their behalf.

THIS, 4th day of JANUARY , 2002.

STATE OF ILLINOIS, COUNTY OF COOK

On this 4th day of JANUARY , 2002, before me, the subscriber, personally appeared SHELBY J. GERMANY, ASST. VICE PRESIDENT FOUNDERS who, I am satisfied is the person named in and who executed the within instrument, and thereupon she acknowledged that she did examine and read the same and did sign the foregoing instrument as her free act and deed, for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal.

"C" MARYJANE CHARAN Notary Public

Mary Public State of Illinois

My Commission Expires: Notary Public, State of Illinois
My Commission Expires 03/13/03

IN WITNESS WHEREOF, the undersigned parties have consented to the contents, terms and conditions of the herein Subordination, this the \(\frac{1}{2}\) day of \(\frac{1}{2}\to \frac{1}{2}\), 2002

PACOR MORTGAGE CORPORATION WASHICKEN WHITH ALL BANK FAXX SEAL) ATTEST: BY OWN AND THE SEARS BORROWER: OHN SEARS MARCIA SEARS
of memors, county of cook
HEREBY CERTIFY THAT JOHN SEARS AND MAD THE State aforesaid, DO
to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, the State of Illinois and federal law. Given under my hand and official this the day of the uses and purposes therein set forth, the State of Illinois and federal law.
My Commission Expires (Will Notary Public
• Lot 183 in Realcoa's Hickory Hills
1754.59 Feet of the West ½ of the Southeast ½ of Southeast ½ of the Southeast 2 of the So
Range 12. East of the Third Paint 1 18 Section 34, 10 wiship 38 North
parallel with the center line of Koon Assert which hes 40 Feet Easterly of and
thereof) in Cook County, Illinois.
• 9031 Shady Drive, Hickory Hills, Illinois, PIN 18-34-409-008-0000
2 2 27 402-000-0000

"OFFICIAL SEAL"

JACQULYN WELSH

Notary Public, State of Illinois

My Commission Expires 06/07/04