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7784/0021 82 002 Page 1 of 6
2002-03-18 07:47:03
Cook County Recorder 31.50

THIS CERTIFIED DOCUMENT IS BEING
RECORDED AS AN ORIGINAL BECAUSE
ORIGINAL LOST.

AFTER RECORDING, MAIL TO:

MR. STANLEY J. TRYGAR, JR.
BANK OF WAUKEGAN
1601 N. LEWIS AVENUE
WAUKEGAN IL 60085

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE



0020301300

**SUBORDINATION
AND CONSENT TO
ISSUE RELEASE**

THIS IS TO CERTIFY THAT THIS IS A TRUE AND
EXACT COPY OF THE ORIGINAL DOCUMENT.
TICOR TITLE INSURANCE COMPANY,

BY *Dee Cochran*

Above Space for Recorder's Use Only

WHEREAS, BANK OF WAUKEGAN as Trustee under Trust Agreement dated February 21, 1997 and known as Trust Number 204187, is the record fee simple owner of the following described premises:

Parcel I: Units 201, 206, 207, 209, 211, 212, 301, 302, 303 and 305 in the Central Park Condominiums, as delineated on a Survey of the following described real estate: Lots 63 to 70, both inclusive, in Westerlawn, a subdivision of Lots 9, 10, 11 and 12 in the County Clerk's Division in the southeast fractional 1/4 or section 33, township 42 north, range 13 east of the third principal meridian, according to the plat thereof recorded December 17, 1915 as document 5772065, in Cook County Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded May 26, 2000 as document number 00385137, together with an undivided percentage interest in the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, in Cook County, Illinois.

Parcel II: The exclusive right to the use of parking spaces -- and storage spaces --, a limited common element, as delineated on the Survey attached as Exhibit "A" to the aforesaid declaration, as amended from time to time.

WHEREAS, BANK OF WAUKEGAN as Trustee under Trust Agreement dated February 21, 1997 and known as Trust Number 204187, is indebted to BANK OF WAUKEGAN, pursuant to a Mortgage and Note dated July 27, 2001 in the amount of TWO MILLION ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED NINETEEN 70/100 DOLLARS- (\$2,160,519.70) which Mortgage was recorded as Document Number [redacted] with the Cook County Recorder of Deeds, against the above described premises; and

6P

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WHEREAS, EZZATULAH SAFAPOUR has recorded an Equitable Mortgage dated September 26, 2000 in the amount of NINE HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$972,375.00) which Mortgage was recorded on October 31, 2000 as Document Number 00853191 with the Cook County Recorder of Deeds, against the above described premises, a copy of which Mortgage is attached hereto and incorporated herein by this reference as Exhibit "A" hereof, and warrants that he is the owner of the note or debt secured thereby, and

WHEREAS, EZZATULAH SAFAPOUR desires to subordinate the lien of his Equitable Mortgage against the above described real estate to the Mortgage of BANK OF WAUKEGAN on the terms and conditions hereof.

NOW THEREFORE, for and in consideration of loans made to BANK OF WAUKEGAN as Trustee under Trust Agreement dated February 21, 1997 and known as Trust Number 204187, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, EZZATULAH SAFAPOUR covenants, agrees, and contracts as follows:

1. The Equitable Mortgage recorded by EZZATULAH SAFAPOUR, recorded as document number 00853191 as more particularly set forth above, is and shall in all respects be subject and subordinate to the mortgage of BANK OF WAUKEGAN recorded as document number 00853191 to the full extent of any and all amounts due thereunder, whether for principal, interest or otherwise, all with the same force and effect as if the BANK OF WAUKEGAN'S Mortgage had been executed, delivered, and recorded prior to the mortgage of EZZATULAH SAFAPOUR.

2. EZZATULAH SAFAPOUR, his successors and assigns, covenant, agree, and contract hereby, upon the written request of BANK OF WAUKEGAN, to execute and deliver to BANK OF WAUKEGAN, the release or partial release of his mortgage for any portion of all of the real estate set forth in the mortgage, without notice to or the consent, approval or agreement of any other party or parties in interest, upon the sale of said real estate upon commercially reasonable terms in the sole and exclusive discretion of the BANK OF WAUKEGAN. The written request of the BANK OF WAUKEGAN shall include a copy of the executed Contract to Purchase.

3. EZZATULAH SAFAPOUR, agrees that notwithstanding the issuance of a general release or partial releases as set forth above, the BANK OF WAUKEGAN shall receive the entire net sale proceeds from the sale of any portion or all of the Real Estate until the entire indebtedness due to the BANK OF WAUKEGAN is paid and satisfied in full. Net sales proceeds is defined as sale price, less customary costs of sale, including reasonable real estate commission.

4. BANK OF WAUKEGAN covenants and agrees to give EZZATULAH SAFAPOUR written notice of any default under the bank mortgage within thirty (30) days thereof, at such address as EZZATULAH SAFAPOUR shall designate in writing.

5. EZZATULAH SAFAPOUR covenants and agrees to give BANK OF WAUKEGAN written notice of any default under his Mortgage within thirty (30) days thereof, at 1601 N. Lewis Avenue, Waukegan, Illinois 60085, Attn: Stanley J. Trygar, Jr.

~~6. If suit is brought to enforce the terms of this agreement by the BANK OF WAUKEGAN, BANK OF WAUKEGAN shall be entitled to collect therein all reasonable costs and expenses of said suit, including but not limited to, its reasonable attorneys' fees therefore.~~

Dated this 30th day of July, 2001.

BANK OF WAUKEGAN,

Ezzat Safa
EZZATULAH SAFAPOUR

Stanley J. Trygar, Jr.
STANLEY J. TRYGAR, JR.
Senior Vice President

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Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that EZZATULAH SAFAPOUR 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 his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 30 day of July, 2001.

Maureen Hall
NOTARY PUBLIC
OFFICIAL SEAL
MAUREEN HALL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/06/03

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that STANLEY J. TRYGAR, JR. personally known to me to be a Senior Vice President of the BANK OF WAUKEGAN an Illinois banking corporation, and 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 as such officer, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of July, 2001.

OFFICIAL SEAL
BARBARA J LINCKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/09/03

Barbara J Lincke
NOTARY PUBLIC

PREPARED BY:

STEPHEN G. APPLEHANS
STEPHEN G. APPLEHANS CHARTERED
1733 Washington Street
Waukegan IL 60085

00853191

"ATTACHMENT A"
LEGAL DESCRIPTION

Parcel 1: Units 301, 301 and 305 in the Central Park Condominium as delineated on a survey of the following described tract of land: Lots 63-70, inclusive, in Westerlawn, a subdivision of lots 9, 10, 11 and 12 in the County Clerk's Division in the Southeast fractional 1/4 of section 33, township 42 North, Range 13 East of the third principal meridian, according to the plat thereof recorded December 17, 1915 as document 5772065 in Cook County, Illinois, which survey is attached to the Declaration of Condominium recorded as document 00385437; together with its undivided percentage interest in the common elements in Cook County, Illinois

Parcel 2: The exclusive right to the use of parking spaces and storage spaces, limited common elements, as delineated on the survey attached as Exhibit "A" to the aforesaid declaration, as amended from time to time.

State of Illinois)

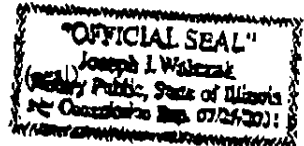
)ss.

County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that EZZATULAH SARA POUR is the same person whose name is subscribed to this Notice of Claim of Equitable Mortgage/Lien, who appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth therein.

Given under my hand and official seal, this 26th day of September, 2000.

[Signature]
Notary Public



My Commission Expires: 7/25/2001

This instrument was prepared by Joseph J. Walczak, 14744 Sprucecreek LN, Orland Park, Illinois 60467. 708-349-6908.

Mail Document To: Joseph J. Walczak
14744 Sprucecreek LN
Orland Park, Illinois 60467

EXHIBIT A

00853191

4500.016 30 002 Page 1 of 3
2000-10-31 14:33:11
Cook County Recorder CLERK

NOTICE OF CLAIM
OF EQUITABLE
MORTGAGE LIEN

EZZATULAH SAFAPOUR
hereby claims an equitable
mortgage and lien in favor of
EZZATULAH SAFAPOUR
in the amount of
of \$972,575.00 on the
premises described herein
arising out of money
loaned to

COOK COUNTY
CLERK
600 N. WABASH ST. CHICAGO
IL 60610-4000

(For Recorders use only)

Cyrus Homes, Inc. for the development of said property pursuant to the agreement attached hereto.

Address of Real Estate: 295 Central Street, Evanston, IL
295 Central Street, Evanston, IL

PIN No: 05-33-427-029-0000
05-33-427-010-0000

Dated: September 26, 2000

PLEASE PRINT OR TYPE
NAMES BELOW SIGNATURES

 (SEAL)
EZZATULAH SAFAPOUR

Mail To: Joseph J. Walczak, P.C.
Attorney At Law
14744 Sprucecreek Lane
Orland Park, IL 60467



EXHIBIT A