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SUBORDINATION

OF MORTGAGE

AGREEMENT

0020419294

3091/0259 10 001 Page 1 of 2002-04-11 15:03:16 25.50

Cook County Recorder

This Agreement is by and between Home Trust Mortgage Corporation (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments or tained in this Agreement, FAB and Lender agree as follows:

Joseph Hoffer (collectively "Borrower") wants Lorder to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$275,000.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" a tached hereto (the "Premises"):

Definitions. The following words shall have the following reanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premises dated June 14, 2001 and recorded in Cook County, Illinois as Document No. 0010553622, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$53,500.00.

"New Lien" means that certain Mortgage affecting the Premises dated	, made by Borrower to Lender to
secure a certain Note in the principal amount of \$275,000.00, with interest at the rate	of% per annum, payable in
monthly installments of \$ on the first day of every month beginning	and continuing until
on which date the entire balance of principal and interest renairing	unpaid shall be due and payable

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$275,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCURASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUPORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

Amendments. This Agreement constitutes the entire understanding and agreement of the paralet as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of the 21st day of February, 2002.

FIRST AMERICAN BANK	Home Trust Mortgage Corporation [LENDER]
By: Name: Garry S. Smith Title: Vice President	By: Name: Title:
Address: 830 Roosevel Road Glen Ellyn, IL 60 137 "OFFICIAL Michael Mc"	Address:
STATE OF ILLINOIS) SS. Notary Public, S My Commission E.	
COUNTY OF <u>DuPage</u>)	

I, the undersigned, a Notary Public in and for said Co unty in the State aforesaid, DO HEREBY CERTIFY that Garry S. Smith personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and le'livered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of February, 2002.

Notary Public

THIS INSTRUMENT PREPARED BY: Garry S. Smith

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140 "OFFICIAL SEAL"

MICHAEL McFARLANE

Notary Public, State of Illinois

My Commission Expires 10/25/2003

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· PARCEL 1:

UNIT 1 IN THE 3938 NORTH SOUTHPORT CONDOMINIUM, AS DELINIATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SOUTH ½ OF LOT 9 IN BLOCK 3 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY COOK, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00104414950; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, IN COOK, COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-1, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 09,0441495.

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