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1433/0176 10 001 Page 1 of 4

2002-09-03 13:55:39

Cook County Recorder 54.50



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Prepared By

Return To: AmerUs Home Equity, Inc
P.O. Box 35130 - Des Moines, IA 50315

GIT SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 25th day of July 2002, by and between Fifth Third Bank, successor by merger to Old Kent Bank

, a corporation, with a place of business at 1901 Bell Avenue, Ste 15 - Des Moines, Iowa 50315 and James F. Messinger & Co., Inc.

a corporation, with a place of business at 5161-67 West 111th Street, Alsip, ILL 60803

WHEREAS, MICHAEL J Walsh & Karen P Walsh

("Borrower") executed and delivered to Fifth Third Bank, successor by merger to Old Kent Bank mortgage in the sum of twenty-nine thousand and 00/100

dated June 30, 1998, and recorded July 6, 1998 in Mortgage Book Volume 98575851 page in the records of

Loan Number 55642
12/00
VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 4

Handwritten initials: LPW

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COOK

County, which mortgage is a lien on

the following described property:

LOT 50, IN LILLIANA, BEING A RESUBDIVISION OF LOTS 1 TO 6, BOTH INCLUSIVE, (EXCEPT RAILROAD) LOTS 8 AND 9 (EXCEPT RAILROAD) IN BLOCK 1 AND LOTS 1 TO 10, BOTH INCLUSIVE, (EXCEPT RAILROAD) IN BLOCK 2 IN HALL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH,, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-18-404-012

WHEREAS, the Borrower executed and delivered to **James F Messinger & Co., Inc** a mortgage in the sum of **one hundred sixty-five thousand and 00/100**

which mortgage is intended to be recorded herewith in the records of **COOK** County;

WHEREAS, **James F Messinger & Co., Inc**

has required as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to **Fifth Third Bank, successor by merger to Old Kent Bank**

be subordinated to the lien of the mortgage executed by Borrower to **James F Messinger & Co., Inc**

to which **Fifth Third Bank, successor by merger to Old Kent Bank** has agreed on the conditions provided herein, NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to **Fifth Third Bank, successor by merger to Old Kent Bank** is and shall be subordinated to the lien of the mortgage executed by the Borrower to **James F Messinger & Co., Inc**

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provided, however, that the lien of the mortgage to **Fifth Third Bank, successor by merger to Old Kent Bank** shall be subordinated to the lien of the mortgage to **James F Messinger & Co., Inc** only to the extent that the lien of the mortgage to **James F Messinger & Co., Inc** is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

2. That the mortgage executed by the Borrower to **Fifth Third Bank, successor by merger to Old Kent Bank** is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to **James F Messinger & Co., Inc**, to the extent that the mortgage to **James F Messinger & Co., Inc** is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

3. That to the extent of the mortgage of **James F Messinger & Co., Inc** is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to **James F Messinger & Co., Inc**

shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to **Fifth Third Bank, successor by merger to Old Kent Bank**

but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to **James F Messinger & Co., Inc**, as well as any judgment obtained upon the bond or note secured thereby.

4. That the **James F Messinger & Co., Inc** shall notify in writing of any default under the terms of the mortgage executed by the Borrower to **Fifth Third Bank, successor by merger to Old Kent Bank**

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Fifth Third Bank, successor by merger of Old Kent Bank
By: Matthew J. Morrow
Title: Vice President

James F Messinger & Co., Inc
By: James F. Messinger Jr.
Title: President

[Space Below This Line Reserved For Notary Acknowledgment(s)]

Iowa
Polk County

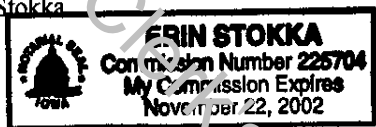
I, Erin Stokka, A Notary Public for said County and State, do hereby certify that Matthew J. Morrow, Vice President of Fifth Third Bank, successor by merger, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25th day of July, 2002.

My commission expires November 22, 2002

Erin Stokka
Erin Stokka

State of: IL
County of: COOK



I, the undersigned, A Notary Public for said County and State, do hereby certify that James F. Messinger Jr., President of James F Messinger & Co., Inc personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of August, 2002.

My commission expires 9/16, 2002

Mary C Krumtinger

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