2002-10-02 10:10:49

Cook County Recorder

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MORTGAGE SUBORDINATION AGREEMENT



THIS AGREEMENT is made this 13th day of September, 2002 by Heritage Bank of Schaumburg, ("Subordinating Party"), and is being given to Chase Manhattan Mortgage Corporation its successors/and or assigns ("Lender").

RECITALS

1. LENDER is making a mortgage to:

Thor as B. Doonan, Jr. and Michele A. Doonan, ("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 200 Mendon Lane, Schaumburg, IL 60193, which premises 2.e described below ("Property"):

Lot 37 in Weathersfield West Unit No. 1, being a Subdivision in the East 1/4 of Fractional Section 19, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1978 as Document 27:331158, in Cook County, Illinois.

Permanent Index No.: 07-19-406-012

- 2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage in the sum of \$189,900.00 with a loan number of _____ in favor of the Lende.
- 3. Subordinating Party now owns or holds an interest in the mortgagee of the Property pursuant to the provisions of that certain Mortgage dated October 13, 2001, recorded on October 30, 2001 as Document No. 0011010809, County of Cook, State of Illinois.
- 4. Lender is willing to make such loan to Borrower provided that Lender obtains a first lien on the Property and that the Subordinating Party unconditionally subordinates the lien of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.

Subordinating Party further agrees that:

Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage, including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

EXPRESS TITLE SERVICES, INC. 1000 Plaza Drive, Ste. #325 Schaumburg, IL 60173 NO2/808

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UNOFFICIAL COPY

This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successor and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first written above written.

Heritage Bank of Schaumburg
("Subordinating Party")

By: Caroline Cuthbert
Its: Assistant Vice President

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

On this 13th day of September, 2002, a Not ry Public in and for said County, personally appeared to me, Caroline Cuthbert personally known to me to be the Assistant Vice President of Heritage Bank of Schaumburg, and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year above watten.

Notary Public Dander

My commission expires:

OFFICIAL SEAL LINDA M GAEDING NO TARY PUBLIC, STATE OF ILLINOIS NO COMMISSION EXPIRES:09/18/05

UNOFFICIAL COPY

Express Title Services, Inc.
Policy Issuing Agent for
LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. ex021808

LEGAL DESCRIPTION:

LOT 37 IN WEATHERSFIELD WEST UNIT NO. 1 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1978 AS DOCUMENT 24381158, IN COOK COUNTY, ILLINOIS.

SCHEDULE A - PAGE 2