Prepared by NATIONAL CITY MORTLAGIO, FFICIAL COPY 12209
NATIONAL CITY MORTLAGIO, FFICIAL COPY 1200 1 000 Page 1 000

3232 NEWMARK DRIVE **MIAMISBURG, OHIO 45342** (LENDER)

2002-10-10 08:37:17

Cook County Recorder

28.58

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COOK COUNTY RECORDER EUGENE "GENE" MOORE BRIDGEVIEW OFFICE



REAL PROPERTY SUBORDINATION AGREEMENT

LOWPOWER			GRANTOR
DESMOND P. WERTEMAN		DESMOND WER	
KATHERINE L. GRAF, N/K'A KATHERINE WERTHMAN, HUSBAND AND WIFE.		KATHERINE WERTHMAN.	
	0/s C _{00/}		
ADDRESS			ADDRESS
1835 LINCOLN STREET		1835 LINCOLN ST	
EVANSTON, IL 60201		EVANSTON, IL 6	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
847-492-1053	357-74-1562	847-492-1953	357-74-1562
245 WAI	VIEW BANK & TRUST JKEGAN ROAD FIELD, IL 60093	C	021112208
			ACTITATIO
			7/

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and security interests and agree as follows:

1.	CREDITOR'S SECURITY INTEREST Condition	
	was asserted in D. 1	owns and holds a Note and related Mongage, which Mortgage
	was recorded in Book at Page	Filing Date the 30th of July 2007 Novement No.
	0020833832 in the office of the Recorder of Cook Co	ounty. Illinois encumbering the following described real
	property, all present and future improvements and fix	fures located herein (the "Departs). I OT 2 (EXCEPT TITES
	WEST 21 FEET THEREOF) AND LOT 4 (EXCE)	PT THE EAST 17 FEFT THEDEOU IN OWNED O
	VESCRIPTATION OF FOLD IS VAND IS IN BIVOC	K 16 IN NORTH EVANSTON IN SECTION 12
	TOWNSHIP 41 NORTH, RANGE 13, EAST OF T COUNTY, ILLINOIS.	HE THIRD PRINCIPAL MERIDIAN, IN COOK
	COURT I, IDDINOIS.	

Address of Real Property: 1835 LINCOLN STREET

EVANSTON, IL 60201

Permanent Index Number(s): 10-12-200-009

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UNOFFICIAL COPY 12209 Page 2 of 3

2. LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT. Borrower has requested a \$467,000.00 loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrower's defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

- 3. SUBORDINATION OF CREDITOR'S SECURITY INTEREST. Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property.
- 4. PRIORITY OF SECURITY INTERESTS. The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.
- 5. WAIVER OF Linguistrations. Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of defauit, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to praishall any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.
- 6. DOCUMENTATION AND NON-INTERFERENCE. Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.
- 7. TERMINATION. This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.
- 8. EFFECT ON BORROWER AND THIRD PARTIES. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.
 - 9. REPRESENTATIONS WARRANTIES. Creditor represents and warrants t) Lender that:
 - a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
 - b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
 - c. Creditor's execution and performance of its obligations under this Agreement will no violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
 - d. Creditor has conducted an independent investigation of Borrower's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.
- 10. ASSIGNMENT. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.
- 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- 12. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
- 13. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.
- 14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.

i age 2 of 5	Page 2 of 3	Initials
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UNOFFICIAL COPY Page 3 of 3

- 15. ATTORNEY'S FEES. Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.
- 16. JOINT AND SEVERAL. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.
- 17. INTEGRATION. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.
 - 18. ADDITIONAL TERMS.

Creditor acknowledges that Creditor has read, understands, and a	grees to the terms and conditions of this Agreement.
DATED: OCTOBER 3, 20(2) CREDITOR: NORTHVIEW LANK & TRUST	CREDITOR:
BY July Wille	BY:
TITLE: SENIOR VICE PRESIDENT	TITLE:
LENDER:	CREDITOR:
BY:	BY:
TITLE:	TITLE:
STATE OF ILLINOIS) ss.	STATL OF ILLINOIS) ss.
COUNTY OF COOK)	COUNTY OF COOK)
I,, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and	The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by Jeffrey M. Thoelecke as Sr. Vice President or behalf of the Northview Bank & Trust. Given under my hand and official seal, this 3rd day of October, 2002.
purposes herein set forth. Given under my hand and official seal, this day of	Notary Public OFFICIAL SEAL WILLIAM A HOVEY NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AUG. 14,2005
Notary Public	
Commission expires:	
This instrument was prepared by:	
After recording return to Lender.	

Page 3 of 3 _____ initials