

UNOFFICIAL COPY

0021370063

2002-12-12 08:16:06
Cook County Recorder 26.50



0021370063

FOR RECORDER'S USE ONLY

REI Title

207038 (3073)

SUBORDINATION OF MORTGAGE

30X169

THE SUBORDINATION OF MORTGAGE dated November 1, 2002 is made and executed among Cornerstone National Bank & Trust Company ("Mortgagee/Subordinating Bank"); and Cornerstone Mortgage Group, Ltd., Its Successors and/or Assigns ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodation(s) (the "Subordinated Indebtedness") to Timothy B. Nottoli and Susan E. Nottoli ("Borrower")

A Note in the Sum of \$110,000 dated December 07, 2001 with a Maturity of December 7, 2011, in favor of Cornerstone National Bank and Trust Company ("Mortgagee")

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is secured by a mortgage dated December 7, 2001 and recorded January 14, 2002 from Borrower to Mortgagee (the "Subordinated Mortgage") on certain premises in Cook County, Illinois.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following real property located in Cook County, State of Illinois:

LOT 2 IN BARTEL'S RESUBDIVISION OF LOTS 15, 16, 17, 18, 24, AND 25 IN JOEL WOOD'S SUBDIVISION OF BLOCK "Z" IN PALATINE IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as **308 North Fremont, Palatine, IL 60067**
The Real Property tax identification number is **02-14-303-009-0000**.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION STATE THE FOLLOWING:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to the Lender's Lien and the Superior Indebtedness, and it is agreed the Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Furthermore, Lender is about to lend to Borrower One Hundred Eighty Thousand Dollars 00/100 (\$180,000.00) to pay the indebtedness of Borrower to Lender (or other first mortgage to be paid off) and to obtain the release of the first mortgage in favor of Lender and in connection therewith, Borrowers shall give to Lender a Mortgage to secure the loan in the amount of \$180,000.00 and dated November 1, 2002.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

UNOFFICIAL COPY

Property of Cook County Clerk's Office


Existing First Mortgage: If the existing first mortgage in favor of Lender (or other lending institution), as described above, is released in full, then the mortgage in favor of Subordination Bank, shall be and is hereby subjected and subordinated and shall become in all respects subordinate and junior to the lien of the mortgage given by Borrower to Lender as collateral for the loan to pay off the existing first mortgage and to replace it with a mortgage in favor of Lender.

Principal Increases: Lender agrees to not increase the principal sum under the mortgage to which the Subordinating Bank hereby subordinates or to make additional advances of principal under the mortgage, without the written consent of Subordinating Bank. Notwithstanding, Subordinating Bank acknowledges that Lender has a right to interest on the unpaid principal balance of the mortgage, penalties for nonpayment thereof, and a right to recover amount expended for payment of real estate taxes, hazard insurance and costs incident to foreclosure and such items are included in this subordination.

Amendments: What is written in this Subordination is Mortgagee's entire agreement with Lender concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Authority: The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interest in the Borrower's property, if any.

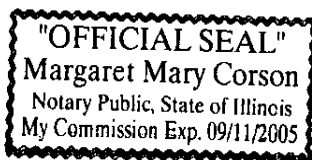
MORTGAGEE:

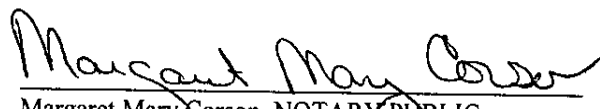

John J. Callahan, Senior Vice President
Cornerstone National Bank and Trust Company

State of Illinois
County of McHenry

I, the undersigned, a Notary Public in and for the said county, in the state aforesaid, do hereby certify, that the above named 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this




Margaret Mary Corson, NOTARY PUBLIC

This Instrument Prepared By:
MAIL RECORDED DOCUMENT TO:
Maggie Corson, Credit Administrator
Cornerstone National Bank and Trust Company
P.O. Box 1249
Palatine, IL 60078-1249

UNOFFICIAL COPY

Property of Cook County Clerk's Office