



SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois, this 4TH day of DECEMBER, 2002, by Bank One, NA, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and having its principal office in the City of Columbus, County of Franklin, and State of Ohio ("Bank").

WITNESSETH

WHEREAS, the Bank is the owner of a mortgage dated NOVEMBER 14, 2001 and recorded DECEMBER 19, 2001 among the land records in the Office of the Recorder of Deeds of COOK County, Illinois as Document Number 0011206923 made by SHELDON A BRENNER AND MERLE P. BRENNER ([collectively,] "Grantor"), to secure an indebtedness of \$35,000.00 ("Mortgage"), and

WHEREAS, Grantor is the owner of that certain parcel of real estate commonly known as 2800 MEADOW VIEW COURT, GLENVIEW, IL 60025 and more specifically described as follows:

SEE ATTACHED RIDER

PIN# 04-20-108-014-0000 ; and

WHEREAS, WASHINGTON MUTUAL BANK, its successors &/or assigns ("Mortgagee") has refused to make a loan to SHELDON A BRENNER AND MERLE P. BRENNER ([collectively,] "Borrower") of \$345,000.00 except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee to make the loan to Borrower, it is hereby mutually agreed, as follows:

- I. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated _____ reflecting and securing the loan made by Mortgagee to Borrower, in the amount of \$345,000.00 plus interest as charged according to the terms of the Mortgage note, and to all renewals, extensions or replacements of said mortgage; and
- II. That this Agreement shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns.

T. cer 497572

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IN WITNESS WHEREOF, This Subordination Agreement has been executed by the Bank on the date first above written.

BANK ONE, NA

By Denise Sunderland
DENISE SUNDERLAND

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DENISE SUNDERLAND, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that DENISE SUNDERLAND signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of DECEMBER 2002.

Notary Public Deborah Spring
Commission expires: 12-23-02



DEBORAH SPRING
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES DEC. 23, 2002

THIS INSTRUMENT PREPARED BY:
Bank One, NA
100 East Broad Street
Columbus, OH 43215

AFTER RECORDING RETURN TO:
BANC ONE LOAN SERVICING
WEALTH MGT
KY1-14380, P.O. BOX 32096
LOUISVILLE, KY 40232-209
VLS #603000035657

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RIDER TO SUBORDINATION AGREEMENT
LEGAL DESCRIPTION

LOT 229 IN GLENRIDGE MEADOWS, BEING A SUBDIVISION IN THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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