Lawyers Title Insurance Corporation

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Cook County Recorder

28.50

02-2221

SUBORDINATION

OF MORTGAGE

AGREEMENT

This Agreement is by and between KEY MORTGAGE SERVICES, INC., ISAOA (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgmer is contained in this Agreement, FAB and Lender agree as follows:

THOMAS NGUYEN AND SHAWNE E. NGUYE' (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum r.incipal amount of \$492,000.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):

Definitions. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in he Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premis's a sted APRIL 3, 2002 and recorded in COOK County, Illinois as Document No. 0020484892, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$61,000.00.

| "New Lien" means that certain Mort | gage affecting the Premises dated | , made by Borr | ower to Lender to |
|---------------------------------------|-------------------------------------|---------------------------------|--------------------|
| secure a certain Note in the principa | l amount of \$492,000.00, with inte | res at the rate of% per a | annum, payable in |
| monthly installments of \$ | on the first day of every month l | peginnin 5 an | d continuing until |
| on which date the | entire balance of principal and int | erest remaining unpaid shall be | due and payable. |

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. Provided, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$492,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSECULNT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL LE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

Amendments. This Agreement colst ies as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of the 31 day of Delangue 2002.

| FIRST AMERICAN BANK | KEY MORTGAGE SERVICES, INC., ISAOA [LENDER |
|---|---|
| By: Debalah Tindurnuge | Ву: |
| Name: DEBORAH LINDENMEYER | Name: |
| Title: CONSUMER LOAN REPRESENTATIVE | Title: |
| Address: 356 W. ARM (AGE | Address: |
| CHICAGO, IL 60%14 | |
| STATE OF ILLINOIS) SS. COUNTY OF ONK) | Deborah |
| I, the undersigned, 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 is subscribed to the foregoing it | · · |
| before me this day in person and acknowledged that he/sne signed and delivered | |
| free and voluntary act of First American Bank, for the uses and purposes therein | set forth. |
| Given under my hand and notarial seal this | day of <u>December</u> , 2002. |
| A CO | OFFICIAL SEAL PIRIDOULA R BOBOLIS TARY PIPULC, STATE OF ILLINOIS COM: JSSI IN EXPIRES: 06/28/04 |
| THIS INSTRUMENT PREPARED BY: DEBORAH LINDENMEYER | CO |

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140



UNOFFICIAL COPY

Property Address: 2601 N. GREENVIEW #F

CHICAGO, IL 60614

PIN #: 14-29-302-358-1016

Parcel 1:

Unit No. 16N in Fabassy Club Condominium, together with its undivided percentage interest in the common elements, as defined and delineated in the Declaration of Condominium recorder as Document Number 93592439, as amended from time to time, in the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easements for ingress and egress for the benefit of Parcel 1 as set forth and defined in Document Number 88465481.

CASE NUMBER 02-22251