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2003-01-24 12:09:09
Cook County Recorder 32.00



0030114623

3 of 4
C.T.L./W
22155844
8081377

Loan No. 8100052025

SUBORDINATION OF LIEN

5
BANK

WHEREAS, WEST SUBURBAN BANK is the owner and holder of a second mortgage dated OCTOBER 2, 2001 and recorded OCTOBER 11, 2001 as Document 0010946625 and hereinafter referred to as "Existing Mortgage" on the following described property.

SEE ATTACHED SCHEDULE "A"

PIN No.: 06-28-402-017-1086

WHEREAS CHARLES E AND LINDA BRINN, as owner of said property desires to refinance the first mortgage on said property;

WHEREAS, it is necessary that the new mortgage to WELLS FARGO HOME MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS which secures a note in the amount of ONE HUNDRED NINETEEN THOUSAND DOLLARS AND NO 100S (\$ 119,000.00) hereinafter referred to as "New Mortgage", be a first mortgage on the premises in question;

WHEREAS, WEST SUBURBAN BANK is willing to subordinate the lien of the "Existing Mortgage" to the lien of the "New Mortgage";

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, WEST SUBURBAN BANK hereby subordinates the lien of its "Existing Mortgage" to the lien of the "New Mortgage", so that the "New Mortgage" will be prior in all respects and with regard to all funds advanced thereunder to the lien of the "Existing Mortgage".

BOX 333-CP

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IN WITNESS WHEREOF, the said WEST SUBURBAN BANK has executed this Subordination of Lien this DECEMBER 12, 2002

WEST SUBURBAN BANK

BY: *Cynthia Meredith*
CYNTHIA MEREDITH, VICE PRESIDENT

ATTEST: *William Hunter*
WILLIAM HUNTER, VICE PRESIDENT

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of WEST SUBURBAN BANK and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this DECEMBER 12, 2002

MY COMMISSION EXPIRES: 4/3/03

David Waneck
DAVID WANEK, Notary Public



THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

WEST SUBURBAN BANK
8001 S. CASS AVE.
DARIEN, IL 60561

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RECORD OF PAYMENT

30114623

1. The Selling or Refinancing Borrower ("Borrower") identified below has or had an interest in the property (or in a land trust holding title to the property) identified by tax identification number(s):

06-28-400-997-1086

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As:

541 PENEGRINE PKWY, BARTLETT, ILLINOIS
60103

4 of 4 8081177
which is hereafter referred to as the Property.

2. The Property was subjected to a mortgage or trust deed ("mortgage") recorded on 09/20/01 as document number 0010914707 in COOK County, granted from COUNTRYWIDE to CHARLES E. BRINN AND LINDA BRINN or after a closing conducted on 12/11/02, Title Company disbursed funds pursuant to a payoff letter from the Mortgagee, or its agent or assignee (hereinafter "Mortgagee"), for the purpose of causing the above mortgage to be satisfied.

3. This document is not issued by or on behalf of the Mortgagee or as an agent of the Mortgagee. This document is not a release of any mortgage. The extent of any continuing obligation of the Borrower to the Mortgagee is a matter of the contract between them, on which Borrower should seek independent legal advice, and on which subject Title Company makes no implied or express representation, warranty, or promise. This document does no more and can do no more than certify-solely by Title Company, and not as agent for any party to the closing that funds were disbursed to Borrower's Mortgagee. Any power or duty to issue any legal release of the Mortgagee's mortgage rests solely with the Mortgagee, for whom the Title Company does not act as agent with respect to the subject closing or the subject mortgage. No release of mortgage is being hereby issued by the Title Company. No release of mortgage will be issued by the Title Company, and no mortgage release, if issued by the Mortgagee, will be recorded by the Title Company as a result of the closing, as a result of this document, or as a result of any actual or alleged past practice or prior course of dealing with any party or party's attorney. Title Company makes no undertaking and accepts no responsibility with regard to the mortgage or its release. Borrower disclaims, waives, and releases any obligation of the Title Company, in contract, tort, or under statute with regard to obtaining, verifying, or causing the present or future existence of any mortgage release, or with regard to the recording of any mortgage release, now or in the future.

4. Borrower and Title Company agree that this RECORD OF PAYMENT shall be recorded by Title Company within 60 days of completion of the closing and that upon recordation of the RECORD OF PAYMENT all Title Company's obligations to Borrower shall be satisfied, with Title Company to have no further obligation of any kind whatsoever to Borrower arising out of or relating in any way to this RECORD OF PAYMENT or any mortgage release. The sole and exclusive remedy for Title Company's failure to record within 60 days shall be a refund upon demand of amounts collected from Borrower for recordation of this RECORD OF PAYMENT. Any failure to record shall not negate or affect any other provisions of this RECORD OF PAYMENT.

5. This document is a total integration of all statements by Title Company relating to the mortgage. Borrower represents that no statements or agreements inconsistent with the terms of this record have been made, and that any allegation of any prior statement or representation, implied or express, shall be treated at all times by both parties as superseded by the statements, disclaimers, releases and waivers contained herein. Borrower waives any right to rely on any statement or act alleged to be inconsistent with the terms hereof, unless contained in a writing signed by both parties, which expressly states that it is negating the legal efficacy of this document.

PREPARED BY: YIJIAN LI
2400 SOUTH WOLF ROAD, WESTCHESTER, ILLINOIS 60154

MAIL TO: CHARLES E. BRINN
541 PENEGRINE PKWY
BARTLETT, ILLINOIS
60103

BOX 333-CT

Borrower

Title Company

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RECORD OF PAYMENT

Legal Description:

21-541-D IN EAGLE'S RIDGE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 THROUGH 29, BOTH INCLUSIVE, AND 31, IN EAGLE'S RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 13, 1999 AS DOCUMENT 99865279 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008081377 HL
STREET ADDRESS: 541 PENEGRINE PKWY
CITY: BARTLETT COUNTY: COOK
TAX NUMBER: 06-28-400-997-1086

LEGAL DESCRIPTION:

21-541-D IN EAGLE'S RIDGE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 THROUGH 29, BOTH INCLUSIVE, AND 31, IN EAGLE'S RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 13, 1999 AS DOCUMENT 99865279 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

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