2003-03-19 14:18:26 Cook County Recorder

MORTGAGE SUBORDINATION AGREEMENT



THIS AGREEMENT is made this 21st day of January, 2003 by Heritage Bank of Schaumburg, ("Subordinating Party"), and is being given to First Alliance Bank, FA, its successors/and or assigns ("Lender").

RECITALS

1. LENDER is making a mortgage to:

Thernas B. Doonan and Michele A. Doonan, his wife ("Borrower") in connection with the acquisition of refinancing of certain premises with a property address of 200 Mendon Lane, Schaumburg, IL 60193, which gremises are described below ("Property"):

LOT 37 IN WEATHERSTIFLD WEST UNIT NO. 1 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORPING TO THE PLAT THEREOF RECORDED MARCH 29, 1978 AS DOCUMENT 24381158, IN COCK COUNTY, ILLINOIS.

Permanent Index No.:

07-19-406-012

- Borrower is the present owner of the Property or will at the time of the making of the Loan be the 2. owner of the Property, and has executed or is about to execute Mortgage in the sum of \$189,000.00 with a loan number of in favor of the Lender.
- 3. Subordinating Party now owns or holds an interest in the mongage, of the Property pursuant to the provisions of that certain Mortgage dated October 13, 2001, recorded or October 30, 2001 as Document Number 0011010809, County of Cook, State of Illinois.
- Lender is willing to make such loan to Borrower provided that Lender obtain; a first lien on the Property and that the Subordinating Party unconditionally subordinates the lien of its Mo tgage to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.

EXPRES TITE LOOU PLAZA DR #325 SCHANMOURE, FR. GO173



Subordinating Party further agrees that:

Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage, including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successor and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first written above written.

Heritage Bank of Schaurburg
("Subordinating Party")
and we then
By: (MOUNU (Triflett)
Caroline Cuthbert
Its: Assistant Vice President
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
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On this 21st day of January, 2003, a Notary Public in and for said County, personally appeared to me, Caroline Cuthbert personally known to me to be the Assistant Vice President of Heritage Bank of Schaumburg, and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and not	arial seal the day and year above written.
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Notary Public	2/11
My commission expires:	8/4/05

"("FICIAL SEAL"

Study Anttila

Notary Public State of Illinois

My Commission Expires Aug. 4, 2005

Express Title Services, InUNOFFICIAL COPY

Policy Issuing Agent for LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. ex03017

LEGAL DESCRIPTION:

LOT 37 IN WEATHERSFIELD WEST UNIT NO. 1 BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERSOF RECORDED MARCH 29, 1978 AS DOCUMENT 24381158, IN COOK COUNTY, ILLINOIS.