

Feb-18-03

16:08

From-

# UNOFFICIAL COPY

T-117

P.002/008

F-218

A 311-Subordination agreement (of mortgage) plain English format, 11-7B

CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM-THIS FORM SHOULD BE USED BY LAWYERS ONLY.

## Subordination Agreement



0030338981

Date: February 19, 2003

The parties agree as follows:

Parties

Holder of the Existing Mortgage

Kraft Foods Federal Credit Union, Successor in interest to Kraft General Foods Federal Credit Union

777 Westchester Avenue

White Plains, NY 10604

Mortgage in the New Mortgage (Mortgagee)

ABN AMRO MORTGAGE GROUP INC.

777 E. EISENHOWER PKWY

SUITE 700

ANN ARBOR, MI 48108

5 (P)

The Property. The Property is described as follows:

See Schedule A attached hereto and made a part hereof.

0030338981

5749/0160 18 001 Page 1 of 5  
2003-03-12 08:31:45  
Cook County Recorder 58.00

10 14 110 032

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

BOX 333-CT

Prepared by

Joseph Twomey

8/06/04/230/644 Sk 1/5 2002

Feb-19-03 16:06

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Existing Mortgage

- 2. The Holder now owns and holds the following mortgage and the bond or note which it secures: Mortgage dated March 20<sup>th</sup>, 2002 made by

Frank J Ziegler and Tina W. Ziegler

to Kraft General Foods Federal Credit Union now known as Kraft Foods Federal Credit Union in the amount of \$186,000.00 and recorded on April 4<sup>th</sup> 2002 as Document # 0020386883 of section of Mortgages, in the office of Cook County Recorder covering all or part of the Property.

New Mortgage Description of Property Subordination

- 3. The owner of the Property is about to sign and deliver to Mortgagee, a New Mortgage to secure the amount of Two Hundred and Sixty One Thousand Dollars (\$261,000.00) and interest, covering the Property. The Property is more fully described in the New Mortgage.
- 4. The Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to it. In exchange for \$1.00 and other good and valuable consideration and to induce Mortgagee to accept the New Mortgage, the Holder agree, to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage.

The Existing Mortgage lien shall be subordinated in the amount secured by the New Mortgage, interest and advances already paid and to be paid and in the future under the New Mortgage. Examples of the advances are brokerage commissions, fees for making the loan, mortgage recording tax, documentary stamps, fee for examination of title and surveys. Advances may be paid without notice to Holder.

This Subordination Agreement shall apply to any extension, renewal or modification of the New Mortgage.

No oral changes

- 5. This Agreement cannot be changed or ended except in writing signed by Holder.

Who is bound

- 6. If there are more than one Holder each shall be separately liable. The words "Holder" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Holder or Mortgagee the words "Holder" and "Mortgagee" used in this Agreement includes them.

Signatures

Holder states that Holder has read this Subordination Agreement, received and completely filled in copy of it and has signed this Subordination Agreement as of the date at the top of the first page.

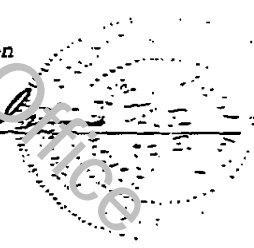
WITNESS

HOLDER

Kraft Foods Federal Credit Union

*Scott Moriarty*  
Scott Moriarty

*Patricia Noceda*  
Patricia Noceda  
Mortgage Production Manager



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State of }  
County of } ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and  
before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me  
that he executed the same.

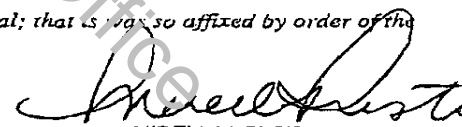
State of }  
County of } ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and  
before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me  
that he executed the same.

State of New York }  
County of Westchester } ss:

On the 19<sup>th</sup> day of February, Two Thousand and 2003 before me came Patricia Noveda being by me duly sworn, did depose  
and say that he resides in 777 Westchester Avenue, Ste# 101, White Plains, NY 10604 that she is the Mortgage Production Manager  
of Lending of Kraft Foods Federal Credit Union the corporation described in, and which executed, the foregoing instrument; that he  
knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the  
board of directors of said corporation; and that he signed his name thereto by like order.

  
MIRELLA PRESTIA  
NOTARY PUBLIC, State of New York  
No. 01PR5023009  
Qualified in Westchester County  
Commission Expires 3-24-06

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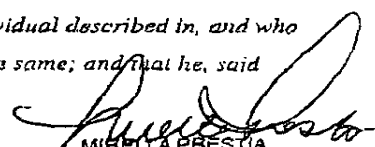
F-218

State of }  
County of } ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ before me came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of \_\_\_\_\_ of said corporation; and that he signed his name thereto by like order.

State of New York }  
County of Westchester } ss:

On the 19<sup>th</sup> day of February, Two Thousand and 2003 before me came Scott Moriarty, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides in 777 Westchester Avenue, Ste# 101, White Plains, NY 10604 that he knows Patricia Noceda to be the individual described in, and who executed the foregoing instrument; that he, said subscribing witness, was present, and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

  
MIRELLA PRESTIA  
NOTARY PUBLIC, State of New York  
No. 01PR5023009  
Qualified in Westchester County,  
Commission Expires 1-24-06

No. \_\_\_\_\_  
Kraft Foods Federal Credit Union

ABN AMRO MORTGAGE GROUP INC  
777 E. EISENHOWER PKWY  
SUITE 700  
ANN ARBOR, MI 48108

Subordination Agreement

Dated, February 19, 2003

The land affected by the within instrument lies in

9431 Springfield Ave, Evanston, IL 60203

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20386883

## EXHIBIT A

The following described Real Estate situated in the County of Lake, in the State of Illinois, to-wit:

PARCEL 1: The North 1 foot of Lot 37 and all of Lots 38, 39 and 40 (Except The North 1 Foot of said Lot 40) in Lincolnwood Manor, a subdivision of the North 4.99 Acres of the South 5.49 Acres of Lot 3 in Assessor's Division of the Northwest 1/4 of Section 14, Township 41 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded May 23, 1928, as Document Number 0033171. in the Cook County, Illinois.

Parcel 2: The West 1/2 of the Vacated Alley lying East of and adjoining Parcel 1 in Cook County, Illinois.

Address of Property: 9431 Springfield.

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Frank J. Ziegler and Tina W. Ziegler, husband and wife from Linnus S. Pecaut by virtue of a Deed dated April 23, 1992, recorded May 13, 1992 in, Instrument No. 92-328046 in Cook County, Illinois.

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