

UNOFFICIAL COPY



**SUBORDINATION
AGREEMENT**

Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 05/02/2003 10:21 AM Pg: 1 of 3

THIS AGREEMENT made as of this 9th day of April 2003, by and between **OXFORD BANK & TRUST** ("Lienholder") and **SHELTER MORTGAGE, L.L.C.**

JOSEPH J. SHEMKY AND SUSAN M. PLATNER, husband and wife, not as joint tenants or tenants in common, but as tenants by the entirety ("Borrower") executed and delivered to Lienholder a mortgage dated **May 4, 2001** file of record on **May 20, 2001** with the County Recorder of **COOK** County, Illinois, as Document No. **0010454682** in the amount of **\$200,000.00** covering the following described property located in said county and state (the "Property"):

LOT 11 IN M. SCHIESSLE SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1929 AS DOCUMENT NUMBER 10330957 IN COOK COUNTY, ILLINOIS.

PIN: 09-22-404 023

FIRST AMERICAN TITLE INSURANCE #

389432 @
2002

Common Address: 1616 Greendale, Park Ridge, Illinois 60068

WHEREAS, Borrower executed and delivered to **SHELTER MORTGAGE, L.L.C.**, a mortgage on the above described Property dated _____ of _____, 2003 file of record on _____, 2003, with the County Recorder of the county of _____, Illinois, as Document No. 0312205019 and in the amount of **\$410,000.00** and

WHEREAS, it is the intention of the parties hereto, and the purpose of this Agreement, to make the aforesaid mortgage to **SHELTER MORTGAGE, L.L.C.**, in all respects senior, prior and superior to the aforesaid mortgage to Lienholder.

NOW THEREFORE, for good and valuable consideration, and in order to induce **SHELTER MORTGAGE, L.L.C.** to advance funds upon its mortgage, Lienholder does hereby subordinate the lien of its mortgage to the lien of **SHELTER MORTGAGE, L.L.C.** mortgage, in the amount of **\$410,000.00**, with no additional advances, extension, or modifications without the prior consent of lienholder, notwithstanding that the Lienholder's mortgage was executed and recorded prior to the execution and recordation of the **SHELTER MORTGAGE, L.L.C.** mortgage, and agrees that all right, title, lien and interest acquired by **SHELTER MORTGAGE, L.L.C.** either by foreclosure proceedings or otherwise, under its mortgage, shall be prior and superior to any and all rights, title, lien and interest heretofore or hereafter acquired by Lienholder under the Lienholder's mortgage.

IN TESTIMONY WHEREOF, Lienholder has caused these presents to be executed the day and year first above written.

Lienholder: **OXFORD BANK & TRUST**

By [Signature]
Its SRVP

By [Signature]
Its [Signature]

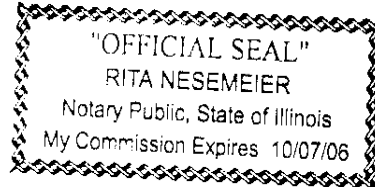
2/AE

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this **9th** day of **April 2003**, by G. Allen Cole and Jean Cooper, of **OXFORD BANK & TRUST** a corporation under the laws of the United States of America, on behalf of this corporation.

Rita Neeseimer
Notary Public



Prepared by and Mail To:
Oxford Bank & Trust
1100 W. Lake Street
Addison, Illinois 60101

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHANGE IN TERMS AGREEMENT**

Susan M. Platner
Joseph J. Shemky
1616 Greendale
Park Ridge, Illinois 60068

Account Number: 86-45723-70
Loan Date: May 4, 2001
Credit Limit: \$170,000.00

Per your request, upon receipt of funds from the refinance of your home, the following changes will be made to your Home Equity Line of Credit:

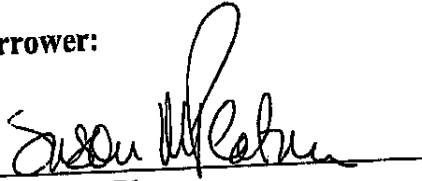
1. The credit limit will be reduced from \$170,000.00 to \$122,500.00.

All other terms and conditions in the original Credit Agreement and Disclosure dated May 4, 2001 are still in full force and effect.

You understand and agree to the terms and conditions in this Agreement. By signing below, you acknowledge that you have read this Agreement.

Borrower:

X


Susan M. Platner

X


Joseph J. Shemky

X


Authorized Signer

April 9, 2003