

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Oak Brook Bank  
1400 West Sixteenth Street  
Oak Brook, Illinois 60521



Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 05/06/2003 11:36 AM Pg: 1 of 2

10-15-326-014  
10-15-326-013

BORROWER(S) DANIEL FRANKEL and MAXINE FRANKEL

## SUBORDINATION AGREEMENT

*JBS*

THIS AGREEMENT is entered into this 24<sup>th</sup> OF MARCH, 2003 by CAPITOL COMMERCE MORTGAGE, ITS SUCCESSORS, AND/OR ASSIGNS AND OAK BROOK BANK ("LIENHOLDER").

### RECITALS

LIENHOLDER holds a mortgage dated DECEMBER 14, 2001 in the original principal amount of \$ 75,000 which mortgage was granted to LIENHOLDER by DANIEL FRANKEL and MAXINE FRANKEL ("GRANTOR"), and filed of record in the OFFICE OF THE RECORDER COUNTY OF COOK, STATE OF ILLINOIS on JANUARY 29, 2002 AS DOCUMENT NO. 0020115298.

### PROPERTY LEGAL DESCRIPTION:

LOTS 1 & 2 IN BLOCK 28 IN KRENN AND DATO'S DEVONSHIRE MANOR, A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 10-15-326-013 VOLUME NUMBER 112 & 10-15-326-014 VOLUME NUMBER 112

COMMONLY KNOWN AS: 4601 GREENWOOD STREET, SKOKIE, IL 60076

CAPITOL COMMERCE MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS intends to extend a mortgage to BORROWER in the principal amount not to exceed \$ 300,000 and will provide the said mortgage secured by the PROPERTY if LIENHOLDER subordinates its mortgage to the new mortgage of CAPITOL COMMERCE MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS.

**NOW THEREFORE**, in consideration of the covenants contained herein, the parties agree as follows:

1. **SUBORDINATION:** LIENHOLDER agrees to and hereby does

Subordinate its mortgage lien in the PROPERTY to the new Mortgage lien to be filed CAPITOL COMMERCE MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS in a principal amount not to exceed

Lawyers Title Insurance Corporation

MY-030543

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\$300,000

2. **EFFECT:** LIENHOLDER'S mortgage lien shall in no way be impaired or affected by this AGREEMENT except that the LIENHOLDER'S mortgage shall stand JUNIOR AND SUBORDINATE to the new Mortgage of CAPITOL COMMERCE MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS in the same manner and to the same extent as if the Mortgage of CAPITOL COMMERCE MORTGAGE, ITS SUCCESSORS AND/OR ASSIGNS had been filed prior to the execution and recording of the LIENHOLDER'S mortgage.

**IN WITNESS WHEREOF**, the LIENHOLDER has executed this SUBORDINATION AGREEMENT on the date and year first above written.

OAK BROOK BANK

BY:

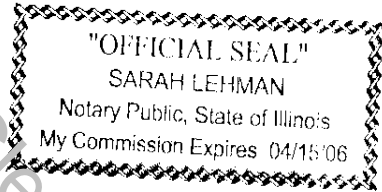
*Paul Leake*  
PAUL LEAKE  
VP CONSUMER LENDING

ATTEST:

*Sarah Lehman*

### ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF DuPage



On this 24<sup>th</sup> day of MARCH, 2003 before me a notary public in and for the above county and state, appeared PAUL LEAKE, who stated that he/she is the VP OF CONSUMER LENDING of OAK BROOK BANK and acknowledges that he/she signed and delivered this instrument as a free and voluntary act and the free and voluntary act of the Corporation.

*Sarah Lehman*  
Notary Public