

UNOFFICIAL COPY

03-2546 EOPC

SUBORDINATION AGREEMENT

THIS AGREEMENT is executed this 25day of March 2003, by AMERICAN NATIONAL BANK OF DEKALB COUNTY ("First Lender"), VICTOR L. ROBINSON ("Mortgagor"), and Mortgage Electronic Registration Systems, Inc. as nominee for Irwin Union Bank and Trust Company ("Subordinating Lender").

WITNESSETH:

First Lender proposes to make a loan to Borrower evidenced by a promissory note in the amount of \$162,134.00 ("First Note") secured by a Mortgage dated _____ (the "Senior Lien"), executed by Mortgagor as security for such note.

The Senior Lien will be an encumbrance against the real property located in COOK County, Illinois, as more fully described on Exhibit A attached hereto and made a part hereof for all purposes, together with the buildings and improvements located thereon (the "Mortgaged Property").



0313449407

Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/14/2003 04:25 PM Pg: 1 of 4

**COOK COUNTY
RECORDER**

ROLLING MEADOWS

Mortgagor has executed a Mortgage to Mortgage Electronic Registration Systems, Inc. dated MARCH 13, 2002 (the "Existing Mortgage" or "Junior Lien"), as security for one or more promissory notes, evidencing a loan in the aggregate principal amount of \$50,000.00. The Senior Lien is to be superior to the Junior Lien.

As a condition to First Lender's making the Loan secured by of the Senior Lien on the Mortgaged Property, First Lender has required that Mortgagor and Subordinating Lender execute this Agreement to confirm the priority of the Senior Lien and to confirm certain other agreements of the parties.

NOW THEREFORE, in consideration of First Lender's granting the new Loan secured by the Senior Lien on the Mortgaged Property, the parties hereto do hereby covenant and agree as follows:

1. The Junior Lien and any and all of the terms, modifications, amendments, renewals, additions, consolidations and extensions of the Junior Lien, and all sums which may be advanced, payable or secured thereunder, shall be subject and subordinate to:

H

UNOFFICIAL COPY**EXHIBIT A**

FILE: 03002546

LOT 3 IN LAROCCO SUBDIVISION OF THAT PART OF THE MINNESOTA AND NORTH WESTERN RAILROAD COMPANY (LATER THE CHICAGO GREAT WESTERN RAILWAY COMPANY, NOW THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY) BEING 50 FEET IN WIDTH, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE CENTER LINE OF THE MAIN TRACK, LYING NORTHWESTERLY OF THE SOUTH EXTENSION OF THE WEST LINE OF 51ST AVENUE, AND SOUTHEASTERLY OF A LINE, SAID LINE BEING 168.01 FEET NORTHWESTERLY OF THE SOUTH EXTENSION OF THE CENTER LINE OF 53RD AVENUE, IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-08-311-062

Property of Cook County Clerk's Office

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a) the loan to Mortgagor from First Lender described in the First Note, as actually advanced, and any notes, mortgages, assignments of rents and other assignments, financing statements, security agreements, guarantees, and other instruments at any time evidencing or securing said loan, and to any and all liens and security interests created to secure the First Note;

(b) any and all modifications, amendments, renewals, additions, consolidations and extensions of any of the foregoing (and all sums which may be advanced, payable or secured thereunder), but only to the extent approved in writing by Irwin.

2. Notwithstanding anything to the contrary contained in the Junior Lien:

(a) If any action or proceeding shall be brought to foreclose the Junior Lien, no action will be taken by Subordinating Lender with respect to any tenant of any portion of the Mortgaged Property, the effect of which would be to terminate any lease of any portion of the Mortgaged Property without the consent of the holder of the outstanding Senior Lien.

(b) Any assignment of rents or leases contained in the Junior Lien, or in any collateral assignment thereof if separate therefrom, shall be in all respects subject and subordinate to the Senior Lien and any collateral assignment of such rents or leases if separate therefrom.

(c) In no event shall the provisions of the Junior Lien prohibit or restrict Mortgagor from executing, acknowledging and delivering all and every such further acts, deeds, conveyances and instruments that Mortgagor is obligated to deliver under the Senior Lien.

(d) Within twenty (20) days after request from the holder of Senior Lien, the holder of the Junior Lien shall execute and deliver to the former an estoppel certificate stating (i) the outstanding principal balance of the Junior Lien and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Junior Lien and any note secured thereby have not been modified or amended except as specified therein, and (iv) whether a notice of default has been sent under the Junior Lien or any note secured thereby, which default remains uncured.

3. Notwithstanding anything to the contrary contained in the Senior Lien within twenty (20) days after request from the holder of Junior Lien, the holder of the Senior Lien shall execute and deliver to the former an estoppel certificate stating (i) the outstanding principal balance of the Senior Lien and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Senior Lien and any note secured thereby have not been modified or amended except as specified therein, and (iv) whether a notice of default has been sent under the Senior Lien or any note secured thereby, which default remains uncured.

4. In the event of any conflict between the provisions of this Subordination Agreement and any other provisions of documents creating the Junior Lien or the Senior Lien, the provisions of this Subordination Agreement shall take priority and shall control and apply.

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5. This Subordination Agreement expires upon the complete satisfaction and release of either the Senior Lien or the Junior Lien.

6. The terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Mortgagor:

First Lender:

VICTOR L. ROBINSON

AMERICAN NATIONAL BANK OF DEKALB COUNTY

(2nd Borrower signature as needed)

By: _____

Title: _____

Subordinating Lender:

Mortgage Electronic Registration Systems, Inc.

By: _____

Kim Smith

Title: Assistant Secretary

STATE OF: CALIFORNIA)

) SS

COUNTY OF: CONTRA COSTA

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Kim Smith, who acknowledged herself/himself to be the Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEM, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on March 26, 2003

Date

Erika Alicia Asefi
Notary Public

My commission expires: 1/21/07

