

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 05/27/2003 08:12 AM Pg: 1 of 6

*return to*

Dukane Title Insurance Co.  
650 East Roosevelt Road  
Suite 104  
Glen Ellyn, Illinois 60137  
D31098 - Dt 3003

## SUBORDINATION AGREEMENT

Agreement made this 22nd day of APRIL, 2003, by and among MB Financial Bank N.A. as successor in interest to First National Bank of Morton Grove, ("Existing Mortgagee"), JOELLEN J. DAVIS (collectively "Owners"), and CU/ AMERICA FINANCIAL. ("New Mortgagee").

### WITNESSETH:

WHEREAS, the Owner owns the entire fee title to certain real property and improvements thereon known as, 1031 LONG MEADOW, more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgagee dated JULY 28, 1997, and recorded on 12<sup>TH</sup> day of AUGUST, 1997, as Document Number 97586003 in the office of the COOK County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum of ONE HUNDRED & TEN THOUSAND dollars (\$110,000.00) to be secured by a mortgage on the Real Estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgagee, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

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1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.

2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.

3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.

4. Without limitations of the forgoing:

- (a) The Owner further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgagee or its successors or assigns a copy of any notice of default given by New Mortgage to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.
- (b) The New Mortgagee further agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns.

5. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new mortgage is dated *May 9, 2003* and recorded on \_\_\_\_\_ in the Office of the Recorder of COOK County, ILLINOIS as Document No.:

6. All notices, demands and requests given or required to writing. All such notices, demands and requests by Owner and Mortgagee shall be deemed to have been properly given if served by registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

MB Financial Bank N.A.  
Attn: Loan Servicing  
2965 N. Milwaukee Ave  
Chicago, IL 60618

*Goett*  
*Jess*

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

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7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.

8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:

MB FINANCIAL BANK N.A.

AS SUCCESSOR IN INTEREST TO

FIRST NATIONAL BANK OF MORTON GROVE

By: *Rick Forst*  
RICK FORST, Vice President

NEW MORTGAGEE:

CU/ AMERICA FINANCIAL

By: *Theresa M. Guerin*  
*Theresa M. Guerin*  
\_\_\_\_\_  
(Name) (Title)

Attest: *Patti Krajewski*  
PATTI KRAJEWSKI, Authorized Signer

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Title)

OWNER: *Joellen J. Davis*  
JOELLEN J. DAVIS

X \_\_\_\_\_

Property Address:  
1031 LONGMEADOW  
GLENVIEW, IL 60025

Property Index Number:  
04-33-111-011

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STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that JOELLEN J. DAVIS, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that JOELLEN J DAVIS signed, sealed and delivered the same instrument as HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 9<sup>th</sup> day of MAY, 2003.



Theresa M. Guerriero  
 Notary Public

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that THERESA M. GUERRIERO personally known to me to be the PRESIDENT of CU/ AMERICA FINANCIAL and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of May, 2003

Donna M. Koga  
Theresa M. Guerriero  
 Notary Public

[SEAL]

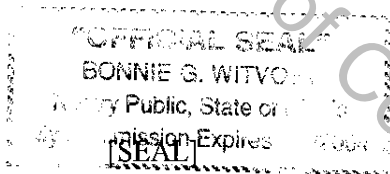


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STATE OF ILLINOIS            )  
  )  SS.  
COUNTY OF COOK            )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that RICK FURST personally known to me to be the Vice President of MB Financial Bank N.A, as successor in interest to First National Bank of Morton Grove and PATTI KRAJEWSKI personally known to me to be the Authorized Signer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Authorized Signer, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of APRIL, 2003.



*Bonnie G. Witvoet*  
\_\_\_\_\_  
BONNIE G. WITVOET, Notary Public

This instrument prepared by/mailed  
MB Financial Bank N.A.  
2965 N. Milwaukee Ave  
Chicago, IL 60618

ManBankSub  
2/2001

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Lot 52 in Kempston Countryside, being a Subdivision in the North Half of the North Quarter of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

04-33-111-001

Property of Cook County Clerk's Office