

SUBORDINATION OF MORTGAGE AGREEMENT



Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 07/17/2003 07:18 AM Pg: 1 of 3

511 813
2082

This Agreement is by and between Professional Mortgage Partners (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

Scott W. Orr and Elise D. Orr (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$236,000.00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):

Definitions. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premises dated May 4, 2001 and recorded in Cook County, Illinois as Document No. 0319746123, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$30,000.00.

"New Lien" means that certain Mortgage affecting the Premises dated _____, made by Borrower to Lender to secure a certain Note in the principal amount of \$236,000.00, with interest at the rate of ____% per annum, payable in monthly installments of \$ _____ on the first day of every month beginning _____ and continuing until _____ on which date the entire balance of principal and interest remaining unpaid shall be due and payable.

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$236,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

UNOFFICIAL COPY

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of the 31st day of March, 2003.

FIRST AMERICAN BANK

Professional Mortgage Partners [LENDER]

By: (Marsha Racki)
Name: Marsha Racki
Title: Document Specialist
Address: 80 Stratford Drive
Bloomington, IL 60108

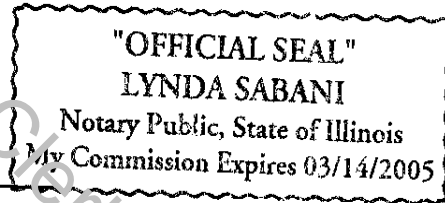
By: _____
Name: _____
Title: _____
Address: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that She personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the use and purposes therein set forth.

Given under my hand and notarial seal this _____ 31st day of March, 2003.

Lynda Sabani
Notary Public



THIS INSTRUMENT PREPARED BY: Marsha Racki

Mail To:

FIRST AMERICAN BANK
Loan Operations
201 S. State Street
Hampshire IL 60140

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000511813 OC

STREET ADDRESS: 2911 N. WOLCOTT AVENUE

CITY: CHICAGO

COUNTY: COOK COUNTY

UNIT #G

TAX NUMBER: 14-30-222-173-1047

LEGAL DESCRIPTION:**PARCEL 1:**

UNIT NUMBER 29.1-G IN THE LANDMARK VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
 LOTS 2, 3, 5, 6 AND 20 IN LANDMARK VILLAGE - UNIT 1, BEING A RESUBDIVISION OF LOTS 96 THROUGH 105 INCLUSIVE, LOT 107 AND LOTS 154 THROUGH 164, INCLUSIVE, IN WILLIAM DEERING'S DIVERSEY AVENUE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF VACATED WEST GEORGE STREET LYING SOUTH OF AND ADJACENT TO SAID LOTS 154 THROUGH 164, AND PART OF LOTS 1 AND 2 IN OWNER'S PLAT OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 28, 1994 AS DOCUMENT NUMBER 94667604, AS AMENDED FROM TIME TO TIME, AND AMENDED BY AMENDMENT RECORDED SEPTEMBER 16, 1994 AS DOCUMENT 94812243, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRES AND EGRESS IN, TO, OVER AND ACROSS LOTS 21 AND 22 AS CREATED AND SET OUT IN THE PLAT OF RESUBDIVISION FOR LANDMARK VILLAGE - UNIT 1 RECORDED AS DOCUMENT NUMBER 94658101.