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Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 08/08/2003 11:49 AM Pg: 1 of 3

SUBORDINATION
OF MORTGAGE
AGREEMENT

This Agreement is by and between	(the "Lender"), and First American Bank ("FAB"). Based on
the representations and acknowledgments contained in this Agreement,	EAD and Lander agree as Call
the representations and acknowledgments is manifed in this Agreement,	rad and Lender agree as follows:
0.0	
Joseph Yon and Melanie Goldish (collectively "Borrower") wants Len	der to provide financial accommodations to Borrower in the form of a
new credit or loan in the maximum principal amou it of \$179,000.00 t	o be secured by a mortgage, trust deed or other security interest from
Borrower to Lender on the real property as described or Lyhibit "A" a	ttached hereto (the "Premises")
0,	
<u>Definitions</u> . The following words shall have the following in ranings	when used in this Agreement. Terms not otherwise defined in this
Agreement shall have the meanings attributed to such terms in the Unit	arm Commercial Code
go anno and to savin terms in the	- Commercial code:
"FAR Lian" means that gartain Montages offersing the Pressi	2144-124 20 2020 1 111 2 1 2 2
PAD Lieu means that certain Mortgage affecting the Premis	es dated May 29, 2002 and recorded in Cook County, Illinois
as Document No. <u>COSOGO 5005</u> , made by	Be re wer to FAB to secure an indebtedness in the original
principal amount of \$55,000.00.	
"New Lien" means that certain Mortgage affecting the Premi	ses dated made by Rarrayian to Landan to
secure a certain Note in the principal amount of \$170,000 00	with interest the set of grant of the set of
secure a certain Note in the principal amount of \$179,000.00	, with interest at the rate of% per annum, payable in
monthly installments of \$ on the first day of eve	ry month beginning and continuing until
on which date the entire balance of princi	pal and interest remaining unpaid shall be due and payable.
	',0
Subordination. FAB hereby subordinates its FAB Lien to the New	W Lien held by Lender. PROVIDED, HOWEVER, THAT THIS

<u>Default By Borrower</u>. 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.

SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL A MOUNT OF \$179,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUE MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFTECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBJORDINATE TO THE

<u>Duration and Termination</u>. 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.



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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 17th day of June, 2003.

FIRST AMERICAN BANK		[LENDER]
By: Jale Michaels	By:	
Name: Dale Michaels	Name:	
Title: Document Specialist	Title:	
Address: 80 Stratford Drive	Address:	
Bloomingdale, 72 60108		
STATE OF ILLINOIS )		
) SS.		
COUNTY OF DUPAGE )		

I, the undersigned, a Notary Public in and for said Councy 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of June, 2003.

Notary Public

"OFFICIAL SEAL
Jennifer Burke
Notary Public, State of Illinois
My Commission Exp. 05/30/20/ib

THIS INSTRUMENT PREPARED BY: Dale Michaels

Mail To:

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

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008143497 AH STREET ADDRESS: 1010 FREEMAN RD

CITY: HOFFMAN ESTATES COUNTY: COOK

TAX NUMBER: 02-19-433-013-0000

## LEGAL DESCRIPTION:

LOT 13 BLOCK 8, WESTBURY UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A RESUBDIVISION OF PARTS OF LOTS AND VACATED STREETS IN HOWIE OF THE HILLS UNITS AND 4, BEING SUBDIVISIONS IN SAID SOUTH EAST 1/4 OF SECTION PLAT NOCUMENT.

CONTRACTOR OF COUNTY CLOSERY'S OFFICE 19, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE RECORDER OF DEEDS ON FEBRUARY 1, 1977 AS DOCUMENT 23805851, IN COOK COUNTY, ILLINOIS

LEGALD DSO 06/23/03