

UNOFFICIAL COPY

Prepared by & Mail to:
KEN KORANDA
1823 Centre Point Circle
P O Box 3142
Naperville, IL 60566-7142
Attn: Anne Prazak

LOAN 76040006



0325308246

SUBORDINATION OF MORTGAGE OR TRUST DEED

Doc#: 0325308246
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 09/10/2003 09:37 AM Pg: 1 of 2

This Subordination Agreement (the "Agreement") is made and entered into this 29th day of JULY, 2003, by and among CHASE MANHATTAN MORTGAGE (the "Lender"), and Mid America Bank, fsb ("Subordinating Party") and ROBERT J EVANS AND MARY RITA EVANS, (hereinafter collectively referred to as the "Borrowers").

WHEREAS, the Borrowers are indebted to the Subordinating Party by reason of a note in the amount of \$50,000.00 with interest payable as therein provided; and, in order to secure said note, the Borrowers did execute a Mortgage/Trust Deed in favor of the Subordinating Party, dated 12/9/2002, and recorded in the office of the Recorder of Deeds of COOK County, Illinois on 1/10/2003 as Document No. 0030047111 for certain premises located in COOK County, Illinois (Property) described as follows:

SEE REVERSE SIDE FOR LEGAL
PIN 22 34 103 042 0000 PROPERTY ADDRESS: 44 LAHINCH DR., LEMONT, IL 60439

WHEREAS, the Borrowers are or will be indebted to CHASE MANHATTAN MORTGAGE. ("Lender") by reason of a note in the amount of \$124,000.00 with interest payable as therein provided; and, in order to secure said note, the Borrowers have or will sign a Mortgage/Trust Deed in favor of the Lender dated and recorded in the office of the Recorder of Deeds of County, Illinois on as Document No. for the above described Property;

WHEREAS, the Lender, as a condition precedent to the origination of said loan to the Borrowers requires the subordination of the lien held by the Subordinating Party to the Lenders new lien;

WHEREAS, the Borrowers and the Subordinating Party wish to subordinate the lien of the Subordinating Party to the new lien of the Lender;

WHEREAS, the Subordinating Party is the sole owner of the Note and Mortgage/Trust Deed and is not merely agent for collection, pledgee, or holding same in trust for any person, firm or corporation;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and such other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Borrowers, the Lender, and the Subordinating Party do hereby covenant and agree that the Note and Mortgage/Trust Deed in favor of the Subordinating Party, and all of the terms, covenants and conditions thereof, are made subject, subordinate and inferior to the Note, Mortgage/Trust Deed and Assignment of Rents, and any other agreement in favor of the Lender, acting a security for said Note, and all advances made or to be made thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 29TH day of JULY, 2003.

BORROWERS:

Robert J Evans
ROBERT J EVANS
Mary Rita Evans
MARY RITA EVANS

SUBORDINATING PARTY:

By:

[Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

524123 Quora

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STATE OF ILLINOIS)
) SS
 COUNTY OF)

I, the undersigned, do hereby certify that ROBERT J EVANS AND MARY RITA EVANS, personally known to be to the same persons whose names who are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said Subordination Agreement as their free and voluntary act for the uses and purposes set forth therein.

Given under my hand and official seal this

20th day of Aug 2003

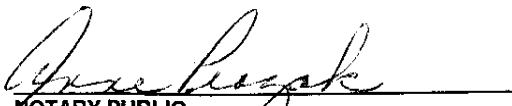

 NOTARY PUBLIC

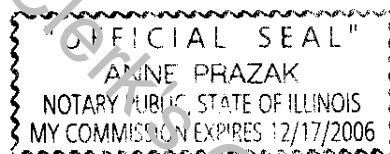
STATE OF ILLINOIS)
) SS
 COUNTY OF)

7/31/05

I, the undersigned, do hereby certify that Ann Oie, personally known to me to be Vice President of Mid America Bank, a corporation, and Kelly Collins, personally known to me to be the Assistant Secretary of said corporation and both of whom are personally known to be the same persons whose names are subscribed to the foregoing Subordination Agreement, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the foregoing Subordination Agreement and caused this corporate seal of Mid America Bank to be affixed thereto pursuant to the authority given by the Board of Directors as their free and voluntary act and deed of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this 29TH day of JULY, 2003.


 NOTARY PUBLIC



PARCEL 1: THAT PART OF LOT 12 IN RUFFLED FEATHERS GOLF CLUB COMMUNITY, BEING A RESUBDIVISION OF LOTS 118 THRU 144 IN RUFFLED FEATHERS, BEING A SUBDIVISION OF PART OF SECTION 27 AND PART OF THE NORTH HALF OF SECTION 34 ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1996 AS DOCUMENT NUMBER 96873917, DESCRIBED AS FOLLOWS: COMMENCING AND BEGINNING AT THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 12; THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 12, 53.41 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 55 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID LOT 12, 9.25 FEET; THENCE SOUTH 78 DEGREES 01 MINUTES 00 SECONDS EAST, ALONG A LINE THAT RUNS THROUGH THE CENTER OF A PARTY WALL 132.27 FEET, TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF LAHINCH DRIVE; THENCE SOUTHWEST ALONG SAID RIGHT OF WAY LINE BEING THE ARC OF CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 262.66 FEET, FOR AN ARC LENGTH OF 35.27 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12, 124.41 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOTS P AND R AS CREATED BY RUFFLED FEATHERS PLAT OF SUBDIVISION AFORESAID.

PARCEL 3: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOTS 23, 24, AND 25 IN RUFFLED FEATHERS GOLF CLUB COMMUNITY AFORESAID.