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THIS DOCUMENT PREPARED BY:

2/2
and mail to
Oak Brook Bank
1400 West Sixteenth Street
Oak Brook, Illinois 60521



Doc#: 0326340173
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 09/22/2003 11:20 AM Pg: 1 of 2

BORROWER(S) DANIEL FRANKEL AND MAXINE FRANKEL

SUBORDINATION AGREEMENT

THIS AGREEMENT is entered into this 21ST of JULY, 2003 by CAPITOL COMMERCE MORTGAGE, IT'S SUCCESSORS AND/OR ASSIGNS AND OAK BROOK BANK ("LIENHOLDER").

RECITALS

LIENHOLDER holds a mortgage dated DECEMBER 14, 2001 and modified on JUNE 4, 2003 in the original principal amount of \$75,000 and increased to \$125,000 which mortgage was granted to LIENHOLDER by DANIEL FRANKEL AND MAXINE FRANKEL, ("GRANTOR") and filed of record in the OFFICE OF THE RECORDER COUNTY OF COOK, STATE OF ILLINOIS on JANUARY 29, 2002 and _____ AS DOCUMENT NO. 0020115298 and AS DOCUMENT NO. _____

PROPERTY LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BLOCK 28 IN KRENN AND DATO'S DEVONSHIRE MANOR A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #10-15-326-013 VOLUME NUMBER 1120000

COMMONLY KNOWN AS: 4601 GREENWOOD STREET, SKOKIE, ILLINOIS 60076

CAPITOL COMMERCE MORTGAGE, IT'S SUCCESSORS AND/OR ASSIGNS intends to extend a mortgage to BORROWER in the principal amount not to exceed \$300,000 and will provide the said mortgage secured by the PROPERTY if LIENHOLDER subordinates its mortgage to the new mortgage of CAPITOL COMMERCE MORTGAGE, IT'S SUCCESSORS AND/OR ASSIGNS.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. **SUBORDINATION:** LIENHOLDER agrees to and hereby does

10-15-326-013

Lawyers Title Insurance Corporation

529140-1M

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subordinate its mortgage lien in the PROPERTY to the new Mortgage lien to be filed by, CAPITOL COMMERCE MORTGAGE, IT'S SUCCESSORS AND/OR ASSIGNS in an principal amount not to exceed \$300,000.

2. **EFFECT:** LIENHOLDER'S mortgage lien shall in no way be impaired or affected by this AGREEMENT except that the LIENHOLDER'S mortgage shall stand JUNIOR AND SUBORDINATE to the new Mortgage of CAPITOL COMMERCE MORTGAGE, IT'S SUCCESSORS AND/OR ASSIGNS in the same manner and to the same extent as if the Mortgage of CAPITOL COMMERCE MORTGAGE, IT'S SUCCESSORS AND/OR ASSIGNS had been filed prior to the execution and recording of the LIENHOLDER'S mortgage.

IN WITNESS WHEREOF, the LIENHOLDER has executed this SUBORDINATION AGREEMENT on the date and year first above written.

OAK BROOK BANK

BY:

Paul J. Leake
PAUL J. LEAKE
VP CONSUMER LENDING

ATTEST:

Beth Harrell
ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF DePue



On this 21ST day of JULY, 2003 before me a notary public in and for the above county and state, appeared PAUL J. LEAKE, who stated that he/she is the VP OF CONSUMER LENDING of OAK BROOK BANK and acknowledges that he/she signed and delivered this instrument as a free and voluntary act and the free and voluntary act of the Corporation.

Sarah Hillman
Notary Public