UNOFFICIAL COPY



Doc#: 0326326156

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 09/22/2003 09:53 AM Pg: 1 of 3

SUBORDINATION AGREEMENT

0726326157

THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois, this 10th day of July, 2003, by Bank One, NA, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and having its principal office in the City of Columbus, County of Franklin, and State of Ohio ("Bank").

WITNESSETH

WHEREAS, the Bank is the covner of a mortgage dated April 15, 2003 and recorded among
the land records in the Office of the Lowrder of Deeds of Cook County, Illinois as Document Number
made by Kevin Morris and Karen Morris ([collectively,] "Grantor"), to secure an
indebtedness of \$ 250,000.00 ("Mortgage"), and
WHEREAS, Grantor is the owner of that certain parcel of real estate commonly known as 2437 North Janssen,
Chicago, IL 60614 and more specifically described as follows:
EXHBIC A

PIN# 14-29-320-009; and

WHEREAS, GMAC Mortgage Corp , its successors &/or assigns ("Mortgagee") has refused to make a loan to Kevin Morris and Karen Morris ([collectively,]"Borrower") of \$297,250.00 except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee to make the loan to Borrower, it is hereby mutually agreed, as follows:

- I. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated by reflecting and securing the loan made by Mortgagee to Borrower, in the amount of \$297,250.00 plus interest as charged according to the terms of the Mortgage note, and to all renewals, extensions or replacements of said mortgage; and
- II. That this Agreement shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns.



0326326156 Page: 2 of 3

UNOFFICIAL COPY

IN WITNESS WHEREOF, This Subordination Agreement has been executed by the Bank on the date first above written.

BANK ONE, NA

Denise Sunderland

STATE OF OHIO

COUNTY OF FRANKLIN)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Denise Sunderland, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Denise Sunderland signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of July 2003.

Notary Publick 2015

Commission expires: \(\)

THIS INSTRUMENT PREPARED BY: Bank One, NA 100 East Broad Street Columbus, OH 43215

AFTER RECORDING RETURN TO: BANC ONE LOAN SERVICING **WEALTH MGT** KY1-14380, P.O. BOX 32096 LOUISVILLE, KY 40232-2096 Loan # 603000062146

DEBORAH SPRING Notary Public, State of Ohio

'elaware County ission Expires Dec. 23, 2007

0326326156 Page: 3 of 3

UNOFFICIAL COPY

Marathon Title Co.

Policy Issuing Agent for
LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. mr031838

LEGAL DESCRIPTION:

Lot 39 in Block 1 in Fanne's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 39, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.