9325642239

816170817

Prepared by & Mail to: KEN KORANDA 1823 Centre Point Circle P O Box 3142 Naperville, IL 60566-7142 Attn: Anne Prazak Doc#: 0326842230 Eugene "Gene" Moore Fee: \$50.00

Cook County Recorder of Deeds
Date: 09/25/2003 10:28 AM Pg: 1 of 3

LOAN # 760510001

# SUBORDINATION OF MORTGAGE OR TRUST DEED

this Subordination Agreement (the "Agreement") is made and entered into this 8<sup>th</sup> day of AUGUST, 2003, by and among PRESIDENTIAL MORTGAGE CO (the "Lender"), and Mid America Bank, fsb ("Subordinating Party") and JAMES L PREV AND HELEN I PREW, (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 \$25,000.00 with interest payable as therein provided; and, in order to secure said note, the Borrowers did execute a Mortgage/Trust Deed in laves of the Subordinating Party, dated 3/3/2003, and recorded in the office of the Recorder of Deeds of COOK County, Illinois on 3/25/2003 as Document No. 0030398640 for certain premises located in COOK County, Illinois, (Property) described as follows:

SEE REVERSE SIDE FOR LEGAL DESCRIPTION

PIN 22 28 221 002 0000 PROPERTY ADDRESS: 12235 SUMNER ST., LEMONT, IL 60439

WHEREAS, the Borrowers are or will be indebted to PRESIDENTIAL MORTGAGE CO.. ("Lender") by reason of a note in the amount of \$149,000.00 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 Montrage/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 sufficiently of which is hereby mutually acknowledged are 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, abordinate and inferior to the Note, Mortgage/Trust Deed and Assignment of Rents, and any other agreement in fevor of the Lender, acting a security for said Note, and all advances made or to be made thereof.

BORROWERS:

SUBORDINATING PARTY:

By:

Vice President

Attest:

NI PREW Assistant Secret

BUX SIND

0326842230 Page: 2 of 3

### **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	) SS
COUNTY OF	)

I, the undersigned, do hereby certify that JAMES L PREW AND HELEN I PREW, 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 act nowledged that they signed and delivered the said Subordination Agreement as their free and voluntary act for the uses and purposes set forth therein.

Given wider my hand and official seal this

day of

**NOTARY PUBLIC** 

STATE OF ILLINOIS )
() SS
(COUNTY OF )

I, the undersigned, do hereby certify that Ann Cie, personally known to me to be Vice President of Mid America Bank, a corporation, and Kelly Collins person ally known to me to be the Assistant Secretary of said corporation and both of whom are personally known to Letter same persons whose names are subscribed to the foregoing Subordination Agreement, appeared before me thirday 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 the etc. 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 8TH day of AUGUST, 2003.

NØTARY PUBLIC

"OFFICIAL SEAL"

ANNE PRAZAK

NOTARY PUBLIC, STATE O ILLINOIS

MY COMMISSION (SPACE A 17/2006)

THAT PART OF LOT 10 IN GALLAGHER AND HENRY'S COVINGTON KNOLLS UNIT 2, A SUBDIVISION OF PART THE EAST 1/2 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 00 DEGREES 13 MINUTES 47 SECONDS, A DISTANCE OF 57.61 FEET TO A POINT; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 110.44 FEET TO A POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 60.38 FEET TO THE SOUTHEAST CORNER OF LOT 10; THENCE N 88 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 110.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

0326842230 Page: 3 of 3

## **UNOFFICIAL COPY**



#### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008161208 LZ

STREET ADDRESS: 12235 SUMMER

CITY: LEMONT COUNTY: COOK

TAX NUMBER: 22-28-221-002-0000

#### LEGAL DESCRIPTION:

THAT PART OF LOT 10 IN GALLAGHER AND HENRY'S COVINGTON KNOLLS UNIT 2, A SUBDIVISION OF PART THE EAST 1/2 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 00 DEGREES 13 MINUTES 47 SECONDS, A DISTANCE OF 57.61 FEET TO A POINT; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS LAST, A DISTANCE OF 110.44 FEET TO A POINT; THENCE SOUTH 00 DEGREES 13 MINUTES 41 STCONDS WEST, A DISTANCE OF 60.38 FEET TO THE SOUTHEAST CORNER OF LOT 10; THENCE N 88 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF JEC GINN. 110.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGALD BZ 08/19/03