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SUBORDINATION OF LIEN AGREEMENT

Doc#: 0327942281 Eugene "Gene" Moore Fee: \$54.00 Cook County Recorder of Deeds Date: 10/06/2003 10:38 AM Pg: 1 of 4

THIS SUBORDINATION AGREEMENT, made this <u>15th</u> day of <u>August</u>, <u>2003</u>, by and between FIRST UNITED BANK, it's successors and/or, and HOME OWNER'S SECURITY CORPORATION ("Lender").

WITNESSETH:

WHEREAS, Carey's Car and Credit, whose address is 17651-55 S. Oak Park Ave, Tinley Park, IL ("Owner"), by mortgage (the "Lender Mortgage") dated April 5, 2002 and recorded in the Recorder's Office of Cook County, Illinois on June 4, 2002 as Document No. 0020620704, did convey unto Lender, to secure an installment note in favor of Lender in the original principal amount of Fifty Thousand and no/100 Dollars (\$50,000.00), certain real estate commonly known as 17651-55 Oak Park Avenue, Tinley Park, IL, and legally described as follows:

Lots 155 and 156 in O. Rueter and Company's Tinley Park Gardens a subdivision of the South 60 Acres of the West ½ of the Northeast 1/4 of Section 31, Township 36 North, Range 13, East of the Third Principal Mendian, in Cook County, Illinois.

PIN No. 28-31-204-006-0000 and 28-31-204-007-0000

WHEREAS, First United Bank has agreed to make a loan to Owner in the original principal amount not to exceed Three Hundred Forty Two Thousand and no/l00 Dollars (\$342,000.00), to be secured by a first mortgage lien (the "First United Bank") on the premises; provided, Lender agrees to subordinate the priority of the Lender Mortgage to the lien of the First United Bank; and,



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WHEREAS, Lender is willing to subordinate the priority of the Lender Mortgage lien in the premises to the priority of the First United Bank lien in the premises, pursuant to the terms and provisions contained herein,

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, First United Bank and Lender agree as follows:

- SUBORDINATION OF LENDER MORTGAGE. Lender acknowledges and 1. agrees, notwithstanding that the Lender Mortgage was recorded prior to the date of recordation of the First United Bank mortgage, that the Lender Mortgage shall, at all times and subject to the terms and provisions contained herein, be subordinate and subject to the First United Bank mortgage; provided, however, the principal amount of Fifty Thousand and no/100 Dollars (\$50,000.00); and, further provided, however, that nothing contained herein shall effect, modify or alter the priority or right of Lender to receive payments pursuant to the note accrued by the Lender Mortgage.
- NOTICES, Notices and Jemands hereunder shall be in writing and shall be 2. deemed served when either are personally delivered or sent by prepaid or certified mail, addressed as follows:

if to Lender: Home Owner's Security Corporation

> 1254 W. 127th Street Calumet Park, Il 60643

if to First:

First United Bank

700 Exchange Street, P.O. Box 400

Crete, Il 60417

Process of the contract of the or to such other address as the addressee may designate by written no ice actually delivered to the other party.

MISCELLANEOUS. The paragraph headings herein are for convenience only 3. and shall not be used to construe or interpret this Agreement. This Agreement contains the entire understanding among the parties hereto, supersedes all previous negotiations, commitments and writings and can be altered or otherwise amended only by a written instrument signed by the party or parties sought to be bound thereby. This Agreement is entered into in, is to be performed in, and shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement shall extend to and bind the respective successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

HOME OWNER'S SECURITY CORPORATION

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, notary public in and for said county, in the state aforesaid, do hereby certify that Terry A. Smith, President of HOME OWNER'S SECURITY CORPORATION, an Illinois Corporation, and known to me to be the same person whose name is subscribed to the foregoing instrument, as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Company, for the uses and purposes therein set for h

GIVEN under my hand and notarial seal this 15th day of Aveust, 2003. 750

Notary Public

"OFFICIAL SEAL"

Diane M. Schweinhagen Notary Public, State of Illinois My Commission Expires October 21, 2006

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FIRST UNITED BANK
BY: Jim Bruns
Jim Bruns, Vice President
BY: Thomas Molly
Theresa Hershberger, Vice President
STATE OF ILLINOIS }

I, the undersigned, notary public in and for said county, in the state aforesaid, do hereby certify that Jim Bruns and Ther sa Hershberger of FIRST UNITED BANK, an Illinois Corporation, and known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company. For the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of August, 2003.

Notary Public

COUNTY OF COOK

"OFFICIAL SEAL"

Diane M. Schweir in yen Notary Public, State of Philosis My Commission Expires October 21, 2006

This instrument was prepared by: First United Bank 700 Exchange Street P.O. Box 400 Crete, IL 60417