



0328726090

Doc#: 0328726090
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 10/14/2003 11:45 AM Pg: 1 of 5

SUBORDINATION
OF LIEN
AGREEMENT

03-39426

THIS SUBORDINATION AGREEMENT, made this 2nd day of October, 2003, by and between **SHOREBANK**, an Illinois banking corporation ("Bank"), and **MB FINANCIAL BANK, N.A.** ("MB"),

WITNESSETH:

WHEREAS, ROBERT A. VUICH and **MONICA L. VUICH**, his wife (collectively, "Owner"), by mortgage (the "Bank Lien") dated June 16, 1999 and recorded in the Recorder's Office of Cook County, Illinois on July 6, 1999 as document no. 99641132, did convey unto Bank, to secure the guaranty of a promissory note in favor of Bank in the original principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), certain real estate commonly known as 8455 West 162nd Street, Tinley Park, Illinois (the "Premises") and legally described as follows:

Lot #49 in Westberry Village Unit II, Phase II, being a Subdivision of part of the Northwest 1/4 of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois

which real estate bears permanent index number 27-23-110-017; and,

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WHEREAS, Owner is prepared to execute a mortgage (the "MB Lien"), conveying the Premises unto MB to secure a note in favor of MB in the original principal amount of One Hundred Sixty-Six Thousand Three Hundred and 00/100 Dollars (\$166,300.00); and,

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WHEREAS, Bank is willing to subordinate the priority of the Bank Lien in the Premises to the priority of the MB Lien in the Premises, pursuant to the terms and provisions contained herein,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Bank and MB agree as follows:

1.) **SUBORDINATION OF LIEN.** Bank acknowledges and agrees, notwithstanding that the Bank Lien was recorded prior to the date of recordation of the MB Lien, that the Bank Lien shall, at all times and subject to the terms and provisions contained herein, be subordinate and subject to the MB Lien; provided, however, the amount of the MB Lien shall not exceed the principal amount of One Hundred Sixty-Six Thousand Three Hundred and 00/100 Dollars (\$166,300.00); and, further provided, however, that nothing contained herein shall effect, modify or alter the right of Bank to receive payments pursuant to the note secured by the Bank Lien.

2.) **NOTICES.** Notices and demands hereunder shall be in writing and shall be deemed served when either are personally delivered or sent by prepaid or certified mail, addressed as follows:

if to MB: c/o MB Financial Bank
Loan Documentation
1200 S. Ashland
Chicago, IL 60622

if to Bank: c/o Kevin Wilson
7936 South Cottage Grove
Chicago, Illinois 60619

or to such other address as the addressee may designate by written notice actually delivered to the other party.

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3.) **MISCELLANEOUS.** The paragraph headings herein are for convenience only 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.

MB FINANCIAL BANK, N.A.

BY: _____

ITS: _____

SHOREBANK,
an Illinois banking corporation

BY: Charlene A. Soly
ITS: VICE PRESIDENT

The undersigned hereby consent to the subordination of lien provided for herein pursuant to the terms contained herein.

Robert A. Vuich
ROBERT A. VUICH

Monica L. Vuich
MONICA L. VUICH

THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING SHOULD BE RETURNED TO:
Thomas S. Eisner
900 Maple Road
Homewood, IL 60430

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Car
0523

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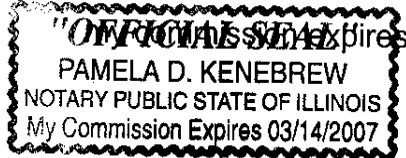
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

03-39426

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that **Charlene A. Soby**, an officer of **SHOREBANK**, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of September, 2003.

Pamela D. Kenebrew
NOTARY PUBLIC



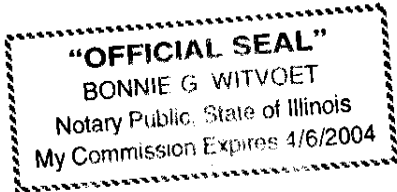
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that Ruth Krajewski, an officer of **MB FINANCIAL BANK, N.A.**, a corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of September, 2003.

Bonnie G. Witvoet
NOTARY PUBLIC

my commission expires 4-6-04



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Ca 3523

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Property Description

LOT #49 IN WESTBERRY VILLAGE UNIT II, PHASE II, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN# 27-23-110-017-0000

CKA: 8455 WEST 162ND STREET, TINLEY PARK, ILLINOIS 60477

Property of Cook County Clerk's Office

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Car
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