



Doc#: 0330142248
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 10/28/2003 01:05 PM Pg: 1 of 3



SUBORDINATION AGREEMENT

8146064 / # 23144546 BK/DC 5/5

THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois, this 29th day of August, 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 owner of a mortgage dated January 29, 2003 and recorded among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0030133874 made by Victoria E. Foreman, as Trustee of the Victoria E. Foreman Trust dated December 13, 1993 (**collectively**, "Grantor"), to secure an indebtedness of \$200,000 ("Mortgage"), and

WHEREAS, Grantor is the owner of that certain parcel of real estate commonly known as 1523 Spencer Avenue, Wilmette, IL 60091 and more specifically described as follows:



EXHIBIT A

PIN# 05-33-206-005-0000; and

WHEREAS, A-1 Mortgage Corp., its successors &/or assigns ("Mortgagee") has refused to make a loan to Daniel J. Foreman and Victoria E. Foreman (**collectively**, "Borrower") of \$231,000 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 _____ reflecting and securing the loan made by Mortgagee to Borrower, in the amount of \$231,000 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.

BK 303-UP

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

BANK ONE, NA

By *[Signature]*
Tracy Roediger

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tracy Roediger, 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 Tracy Roediger 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 29th day of August, 2003.

Notary Public *[Signature]*
Commission expires: 9/25/07



JAY M. GUMMERE
Notary Public, State of Ohio
My Commission Expires 9/25/07

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 #: 603000054896

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RIDER TO SUBORDINATION AGREEMENT
LEGAL DESCRIPTION

Lot 6 and the East one foot of Lot 7 in Walnut Grove Addition to Wilmette in the Northeast fractional $\frac{1}{4}$ of fractional Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office