UNOFFICIAL COPY

Doc#: 0333002153
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 11/26/2003 08:47 AM Pg: 1 of 2

THIS SUBORDINATION AGREEMENT is made this 1st day of August 2003, by and between Oak Lawn Bank with a place of business at 5665 W 95th Street, Oak Lawn, Illinois 60453 and Chase Manhattan Mortgage, a corporation.

Whereas, Robert F. Meliska and Georgina L. Dwyer-Meliska, joint tenants (hereinafter "Borrower"), executed and delivered to Oak Lawn Bank a Mortgage in the sum of \$43,000.00 dated April 2, 2003, and recorded April 9, 2003, as Document no. 0030474976, in the records of Cook County, which mortgage is a lien on the following described property:

Lot 12 in Greenwood Estates Subdivision of part of the East ½ of the Southeast ¼ of Section 14 Tempship 37 North Range 13 East of the Third Principal Meridian in Cook County, Illinois.

0333002/52

2414 4100 149

Commonly known as: 3219 W 108th Place, Chicago, Illinois 60655

Whereas, Borrower executed and delivered to Chase Manhattan Mortgage a mortgage which is intended to be recorded herewith in the records of Cook County.

Whereas, Chase Manhattan Mortgage has required as a condition of its loan with Borrower that the lien of the mortgage executed by Borrower to Oak Lawn Bank be subordinated to the lien of the mortgage executed by borrower to Chase Manhattan Mortgage, which has agreed on the conditions provided herein. Now therefore, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of the mortgage executed by the borrower to Oak Lawn Bank shall be subordinated to the lien of the mortgage executed by the borrower to Chase Manhattan Mortgage, provided, however, that the lien of the mortgage to Chase Manhattan Mortgage, is as a result of this Subordination agreement, a validly perfect first lien security interest in the above described property

2. That the mortgage executed by Borrower to Oak Lawn Bank shall be subordinated to the lien of the mortgage executed by the borrower to Chase Manhattan Mortgage to the extent that the mortgage to Chase Manhattan Mortgage is a result of this Subordination Agreement, a validly perfect in the security interest in the above described property.

3. That to the extent the mortgage of Chase Manhattan Mortgage, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described property, the lien of the mortgage executed by borrower to Oak Lawn Bank shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage and assignment of rents made by the said borrower to Oak Lawn Bank but any such sale shall be subject to the lien of the said mortgage executed by the borrower to Chase Manhattan Mortgage, as well as any judgment obtained upon the bond or note secured hereby.

Jps.

0333002153 Page: 2 of 2

UNOFFICIAL COP

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Oak Lawn Bank

WITNESS

Title: / Down

Given under my hand and seal this 20th day of October

9-12-200 My commission expires

Notary Public Signature

"OFFICIAL SEAL" CHRISTA EAFITON
Notary Public, State of illinois

My Commission Expires 9/15/2014

mail to Bank Circt Mt Bud 12820 = Didge Bud Palas Haights II La