JNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds

Date: 01/28/2004 03:14 PM Pg: 1 of 2

FOR RECORDER'S USE ONLY

SUBORDINATION OF MORTGAGE

THE SUBORDINATION OF MORTGAGE dated January 14, 2004 is made and executed among Cornerstone National Bank & Trust Company ("Mortgege /Subordinating Bank"); and Barrington Mortgage Corporation, Its Successors and/or Assigns ("Lender"). NOC# 0407876307

SUBORDINATED INDEBTEDNESS. Mongages has extended the following described financial according "Subordinated Indebtedness") to Lydia C. Marchi k ("Borrower").

A Note in the Sum of \$57,000.00 dated March 12, 2003 with a Maturity of March 12, 2013, in favor Cornerstone National Bank and Trust Company ("Martgagee").

SURBORDINATED MORTGAGE. The Subordinated Indebtedness is secured by a mortgage dated March 12, 2003 and recorded April 11, 2003, as document number 0030486828, from Forrower to Mortgagee (the "Subordinated Mortgage") on certain premises in Cook County, Illinois.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following real property located in Cook County, State of Illinois:

UNIT NUMBER 2E IN THE 540 WEST OAKDALE CONDOMINIUM, AS DELITED ON FOLLOWING TRACT OF LAND:

LOT 16 IN HOMEWOOD BEING A SUBDIVISION OF THE SOUTH 5 CHAINS OF THE NORT 1 25 CHAIN 10 CHAINS OF THE EAST 1/2 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 40 NORTH 1 ANGE 14 THIRD PRINCIPAL MERIDIAN, IN COOK COUTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00258606; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 540 W. Oakdale Ave # 2E Chicago, IL 60657. The Real Property tax identification number is 14-28-112-030-1005.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION STATE THE FOLLOWING:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to the Lender's Lien and the Superior Indebtedness, and it is agreed the Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Furthermore, Lender is about to lend to Borrower Three Hundred Thirty Three Thousand Seven Hundred Dollars 00/100 (\$333,700.00) to pay the indebtedness of Borrower to Lender (or other first mortgage to be paid off) and to obtain the release of the first mortgage in favor of Lender and in connection therewith, Borrowers shall give to Lender a Mortgage to secure the loan in the amount of \$333,700.00 and dated within 30 days of January 14, 2004.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

UNOFFICIAL (

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Existing First Mortgage: If the existing first mortgage in favor of Lender (or other lending institution), as described above, is released in full, then the mortgage in favor of Subordination Bank, shall be and is hereby subjected and subordinated and shall become in all respects subordinate and junior to the lien of the mortgage given by Borrower to Lender as collateral for the loan to pay off the existing first mortgage and to replace it with a mortgage in favor of Lender.

Lender agrees to not increase the principal sum under the mortgage to which the Subordinating Bank hereby subordinates or to make additional advances of principal under the mortgage, without the written consent of Subordinating Bank. Notwithstanding, Subordinating Bank acknowledges that Lender has a right to interest on the unpaid principal balance of the mortgage, penalties for nonpayment thereof, and a right to recover amount expended for payment of real estate taxes, hazard insurance and costs incident to foreclosure and such items are included in this subordination.

Amendments: What is written in this Subordination is Mortgagee's entire agreement with Lender concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Authority: The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interest in the Borrower's property, if any.

MORTGAGEE:

Sheri Glassman, Assistant Vice President

Cornerstone National Bank and Trust Company

State of Illinois County of Lake

of County Clarks I, the undersigned, a Notary Public in and for the said county, in the state aforesaid, do hereby cer ify, that the above named personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and

Given under my hand and Notarial Seal this day.

"OFFICIAL SEAL LAURA S. RIEGEL Notary Public, State of Illinois

My Commission Exp. 03/01/2004

This Instrument Prepared By: MAIL RECORDED DOCUMENT TO: Laura Riegel, Credit Administrator Cornerstone National Bank and Trust Company P.O. Box 1249 Palatine, IL 60078-1249