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THIS DOCUMENT PREPARED BY:

and mail to:
Oak Brook Bank
1400 West Sixteenth Street
Oak Brook, Illinois 60521

Doc#: 0412546116
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 05/04/2004 10:58 AM Pg: 1 of 2

BORROWER(S) Charles J. Gries and Maureen A. Gries

LTC 04-04285 3 of 3 **SUBORDINATION AGREEMENT**

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THIS AGREEMENT is entered into this 21st of April, 2004 by Oak Brook Bank, its successors and/or assigns and Oak Brook Bank ("LIENHOLDER").

RECITALS

LIENHOLDER holds a mortgage dated July 26, 1996 the original principal amount of \$337,456.00 which mortgage was granted to LIENHOLDER by Charles J. Gries and Maureen A. Gries ("BORROWER"), and filed of record in the Office of the Recorder, County of Cook, State of Illinois on October 2, 1996, as document number 96749692 and modified by a modification agreement recorded August 17, 1999 as document number 99785025 and modified by a modification agreement recorded June 23, 2000 as document number 00469566.

PROPERTY LEGAL DESCRIPTION:

LOT 11 IN WILLOW BAY SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, IN TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0412546114

COMMONLY KNOWN AS: 22 WILLOW BAY DRIVE, SOUTH BARRINGTON, ILLINOIS 60010

Oak Brook Bank, its successors and or assigns intends to extend a mortgage to BORROWER in the principal amount not to exceed \$235,000.00 and will provide the said mortgage secured by the PROPERTY if LIENHOLDER subordinates its mortgage to the new mortgage of Oak Brook Bank, its successors and/or assigns.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

- SUBORDINATION:** LIENHOLDER agrees to and hereby does subordinate its mortgage lien in the PROPERTY to the new Mortgage lien to be filed by Oak Brook Bank, its successors and/or assigns in a principal amount not to exceed \$235,000.00

Lawyers Unit # 14906 Case# 04-04170 (3 of 3)

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SUITE 700
TINLEY PARK, IL 60477

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2. **EFFECT:** LIENHOLDER'S mortgage lien shall in no way be impaired or affected by this AGREEMENT except that the LIENHOLDER'S mortgage shall stand JUNIOR AND SUBORDINATE to the new Mortgage of Oak Brook Bank, its successors and/or assigns in the same manner and to the same extent as if the Mortgage of Oak Brook Bank, its successors and/or assigns had been filed prior to the execution and recording of the LIENHOLDER'S mortgage.

IN WITNESS WHEREOF, the LIENHOLDER has executed this SUBORDINATION AGREEMENT on the date and year first above written.

OAK BROOK BANK

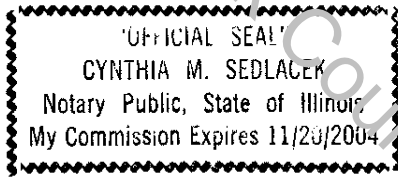
BY: *Paul Leake*
Paul Leake
Vice President

ATTEST: *Kimberley P. Alberto*

ACKNOWLEDGMENT

State of Illinois

County of Cook



On this 21st day of April, 2004 before me a notary public, in and for the above county and state, appeared Paul Leake, who stated that he/she is a Vice President of Oak Brook Bank and acknowledges that he/she signed and delivered this instrument as a free and voluntary act and the free and voluntary act of the Corporation.

Cynthia M. Sedlacek
Notary Public