

UNOFFICIAL COPY

RTC 36212 Zapf



0433714170

Doc#: 0433714170
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 12/02/2004 11:02 AM Pg: 1 of 3

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made in the City of Columbus, State of Ohio, as of the 27th day of October, 2004, 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 August 4, 2004, recorded August 31, 2004, among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0424432028, made by Thomas R. Wegert and Ellen R. Wegert, (**collectively,**] "Grantor"), to secure an indebtedness of \$500,000.00 ("Mortgage; and

WHEREAS, the above mortgage is amended dated October 27, 2004, recorded _____ in the Office of the Recorder of Cook County, Illinois, as document number _____ and made by Thomas R. Wegert and Ellen R. Wegert, (collectively "Grantor"), to secure an indebtedness of \$300,000.00.

WHEREAS, Grantor is the owner of that certain parcel of real estate commonly known as 362 Hawthorn Lane, Winnetka, IL 60093, and more specifically described as follows:

SEE ATTACHED RIDER

PIN# 05-21-407-021-0000; and

WHEREAS, Alliance Financing Mortgage, Corp., its successors &/or assigns ("Mortgagee") has refused to make a loan to Thomas R. Wegert and Ellen R. Wegert, (**collectively,**] "Borrower") of \$1,000,000.00 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 11/3/04 reflecting and securing the loan made by Mortgagee to Borrower, in the amount of \$1,000,000.00 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.

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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

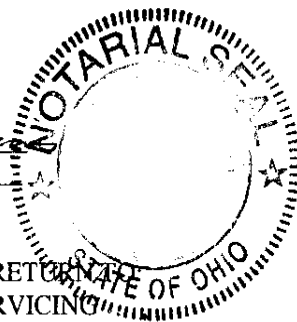
By *John Kirk*
John Kirk

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 John Kirk, 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 John Kirk 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 27th day of October, 2004.

Notary Public *Tamela S. Williams*
Commission expires *1-20-05*



TAMELA S. WILLIAMS
Notary Public
In and for the State of Ohio
My Commission Expires
January 20, 20*05*

THIS INSTRUMENT PREPARED BY:
Bank One, NA

AFTER RECORDING RETURN TO:
BANC ONE LOAN SERVICING
WEALTH MGT
KY1-14380, P.O. BOX 32096
LOUISVILLE, KY 40237-2096
ACCOUNT #603000096221

Clerk's Office

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Property Address: 362 HAWTHORN LANE,
WINNETKA IL 60093

Legal Description:

LOTS 1 AND 2 (EXCEPT THE SOUTH 70 FEET THEREOF) AND THE EAST 34 FEET OF LOT 3 (EXCEPT THE SOUTH 70 FEET THEREOF) IN BLOCK 10 IN LAKE SHORE SUBDIVISION IN WINNETKA IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 05-21-407-021