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MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 13th day of January, 2005 by Heritage Bank of Schaumburg, ("Subordinating Party"), and is being given to Citibank, its successors/and or assigns ("Lender"), P.O. Box 193924, San Francisco, CA 94119-3924.

~~04-0811~~ + 04-0812

RECITALS

1. LENDER is making a mortgage to:

Cole Taylor Bank, not personally but as Trustee u/t/a dated 8/22/96 and known as Trust No. 966858, ("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 2722 W. Farragut Avenue, Chicago, IL 60625, which premises are described below ("Property"):

LOTS 202 AND 203 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 13-12-227-032-0000

2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage in the sum of \$730,000.00 with a loan number of 0501927133 in favor of the Lender.

3. Subordinating Party now owns or holds an interest in the mortgagee of the Property pursuant to the provisions of that certain Mortgage dated March 1, 2004, recorded on March 23, 2004 as Document Number 0408349228 and a certain Assignment of Rents dated March 1, 2004, recorded on March 23, 2004 as Document Number 0408349229, both in the County of Cook, State of Illinois.

4. Lender is willing to make such loan to Borrower provided that Lender obtains a first lien on the Property and that the Subordinating Party unconditionally subordinates the lien of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.



Doc#: 0501927134
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 01/19/2005 04:36 PM Pg: 1 of 2

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Subordinating Party further agrees that:

Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage, including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successor and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first written above written.

Heritage Bank of Schaumburg
("Subordinating Party")

By: *D. Hennebry*
Daniel B. Hennebry
Its: Executive Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 13th day of January, 2005, a Notary Public in and for said County, personally appeared to me, Daniel B. Hennebry personally known to me to be the Executive Vice President of Heritage Bank of Schaumburg, and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year above written.

Linda M. Gaeding
Notary Public

My commission expires: 8-18-05

