



Doc#: 0502040207  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 01/20/2005 11:31 AM Pg: 1 of 3

Property of Cook County Clerk's Office

**SUBORDINATION**

24-13-221-017

3

17534 S. Maplewood Ave.

Chicago, IL 60655

403203  
STEWART TITLE OF ILLINOIS  
2 N. LA Salle STREET  
SUITE 1820  
CHICAGO, IL 60602

STEWART TITLE

**UNOFFICIAL COPY**

403363

**SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Agreement") is made this 23th day of December 2004, Standard Bank (the "Subordinating Party"), whose address is 7725 W. 98<sup>th</sup> St Hickory Hills, IL 60547, and is given to Marquette Bank (the "Lender"), whose address is 9612 West 143<sup>rd</sup> Street, Orland Park, IL. 60462.

**RECITALS**

WHEREAS, the Lender is making (or has made) a mortgage loan (the "Loan") to Thomas J. Condon, and Linda M. Condon (the "Borrowers") in connection with and secured by certain real property having a property address of 10534 S. Maplewood Ave Chicago, IL 60655, which said premises are more fully described as follows:

**LEGAL DESCRIPTION:**

See Attached

WHEREAS, the 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, deed of trust or other security instrument encumbering the Property in the principal sum of \$155,500 in favor of the Lender (the "New Mortgage"); and

WHEREAS, the Subordinating Party now owns or holds an interest as mortgagee of the Property pursuant to a mortgage, deed of trust or other security instrument dated 11/18/01 (the "Existing Mortgage") which was recorded on 2/19/02 at Book/Liber \_\_\_\_, Page \_\_\_\_, Document No. 0020195562 In the official records for the County of Cook, State of Illinois (the "Recording Office"); and

WHEREAS, the Lender is about to make (or has made) the Loan expressly upon the condition that the Subordinating Party unconditionally subordinate the lien of the Existing Mortgage to the lien of the New Mortgage; and

WHEREAS, it is the intent and desire of the Subordinating Party that the Existing Mortgage be made subject and subordinate to the New Mortgage in favor of Lender.

NOW THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound by this Agreement, do hereby agree as follows, to wit:

1. **Recitals.** The foregoing recitals are adopted herein as if recited in their entirety.

2. **Subordination of Existing Mortgage.** The Existing mortgage is hereby subordinated to the lien of the New Mortgage to full extent and in the aggregate amount of all advances made or to be made by the Lender, and the lien of the Existing Mortgage shall henceforth and forever be subject, subordinate and inferior in lien, right and dignity at all times to the lien, right and dignity of the New Mortgage and any extensions, renewals, and modifications of same.

3. **Effect of Subordination.** The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered, and recorded in the Recording Office prior to the execution, delivery, and recordation of the Existing Mortgage.

4. **Entire Agreement.** This Agreement contains the whole agreement between the parties as to the mortgage loans, and priority thereof as described above, and there are no agreements, written or oral,

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outside or separate from this Agreement and all prior negotiations, if any, are merged into this Agreement. No modification, release, discharge, or waiver of any provision of this Agreement shall have any force or effect unless it is in writing signed by the parties.

**5. Parties Bound.** This Agreement shall be binding on and insure to the benefit of the respective heirs, successors and assigns of the parties.

This Subordination Agreement is given, executed and delivered by the undersigned on the date and year first written above.

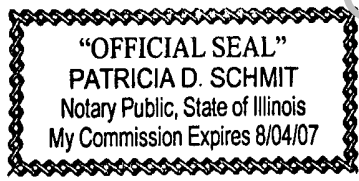
Witnesses: Name: Standard Bank & Trust Company  
Name: *Gloria Del Bosque* SUBORDINATING PARTY  
Name: *Mary Jane Hackett* By: *Kay Wagman*  
Name: Kay Wagman  
Title: AVP

Attest: **SEAL**  
 By: *Kathryn E. Morici*  
Name: Kathryn E. Morici  
Title: Personal Lending Officer

State of Illinois )  
 ) SS  
 County of Cook )

On this 24th day of December, 2004, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Kay Wagman and Kathryn E. Morici, to me personally known, who, being by me first duly sworn, did acknowledge and declare that: they are the AVP and Personal Lending Officer respectively, of the corporation executing the within and foregoing instrument: that the seal affixed thereto is the official seal of said corporation; that said instrument was signed and sealed for and on behalf of said corporation by due authority of its Board of Directors; and that they as such officers were duly authorized to and did execute said instrument for and on behalf of said corporation as their and its voluntary act and deed.

*Patricia D. Schmit*  
 Notary Public  
 My Commission Expires 8-4-07



Seal

Prepared By:  
 Standard Bank  
 7725 W. 98<sup>th</sup> St  
 Hickory Hills, IL 60457

When Recorded Return To:  
 Marquette Bank  
 9612 W. 143<sup>rd</sup> St  
 Oakland Park, IL 60462

