## **UNOFFICIAL COP**

Doc#: 0508304143 Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 03/24/2005 10:17 AM Pg: 1 of 2

SUBORDINATION OF MORTGAGE In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Charter One Bank N.A., a corporation organized and doing business under the laws of the United States of America, whose address is 1804 N. Naper Blvd., Naperville II 60563, being the mortgagee under the following mortgage ("Subordinate Mortgage"): Mortgage in the original amount of **THIRTY FOUR THOUSAND FIVE HUNDRED** by 34.500.00 dated AUGUST 13 200\_4 recorded on AUGUST ATAMO LAMMAD K AND RUBINA T SHERWANI as Document Number 0424404110 in the County of COOK TLLINOTS tha described premises attached as **Exhibit** and known 2002 W P JATINE, INVERNESS, IL 60010 does hereby waive and subordinate the priority and operation of the Subordinate Mortgage upon the therein described premises to the following described mortgage ("New Mortgage"): Mortgage to be executed by ATAMOHAMMAD K AND RUBINA T SHERWANI as Borrower, to Charter One Bank N.A. as Lender, securing a total indebtedness not to exceed THREE HUNDRED THOUSAND , upon the above described property \$\_300,000.00 in order that the lien of the Subordinate Morigage be taken as junior and inferior to the lien of the New Mortgage without otherwise affecting the lien of the Subordinate Mortgage. This Agreement shall be governed by and construed in accordance with the laws of the State of ILLINOI applicable to contracts made and to be performed in said State, sha'l not be modified, amended or terminated orally, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, designees and assigns. IN WITNESS WHEREOF, Bank has caused this subording to be executed this 17thay of MARCH SIGNED IN THE PRESENCE OF: Authorized Signe Title: Authorized Signer STATE OF Illinois COUNTY OF Dupage SS: SWORN TO BEFORE ME, a Notary Public, in and for said County and State, personally appeared Kimberly J. Morgan, and

Sheri L. Coffey, of Charter One Bank, N.A., who acknowledged that they did sign the foregoing instrument as its duly authorized officers and that the same is the free act and deed of said corporation and the free act and deed of them personally and as said officers.

WITNESS my signature and notarial seal at NAPEREVILLE

This Instrument Prepared by: Mark D. Thorpe

Return to: Charter One Bank, N. A.

Attn: Loan Servicing, EV3393 3rd Floor, 75 Erieview Plaza Cleveland, OH 44114-3279

'OFFICIAL SEAL' ANNE C. WHALEN Notary Public, State of Illinois My Commission Expires 03/20/07

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property that party has assumed Borrower's obligations under the Note and/or this Security

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to (1) the repayment of the Loan, and all renewals, extensions and modifications of the , and (ii) the performance of Borrower's covenants and agreements under this em and the Note. For this purpose, Borrower does hereby mortgage, grant and convey er and Lender's successors and assigns, the following described property located in the county [Type of Recording Jurisdiction]

of Cook [Name of Recording Jurisdiction]:

LOT 10 IN WILBERN ACRES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF ELA KOLD, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 02-17-308-043

2 W PALATINE

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dress"): "Proper

which currently has the address of

which which are a cut the take TOGETHE TH all the improvements now or hereafter erected on the property, and appurtenances, and In s now or hereafter a part of the property. All replacements and aditions shall also be covered by this Security instrument. All of the foregoing is referred to in this sanity Instrument as the "Property."

BORROWER COVENAN that Borrower is lawfully seised of estate hereby conveyed and has the right to mortgage, grant and the Property and that the Property is unencumbered, except for encumbrances of record. Borrower wa is and will defend generally the title to the Property against all claims and demands, subject to any encumb s of re

THIS SECURITY INSTRUMENT conuniform covenants for national use and non-uniform covenants with limited variations by juri estitute a uniform security instrument covering real property.

UNIFORM COVENANT S. Borrower and Lender cove and agree as follows:

1. Payment of Ancipal, Interest, Escrow Items, P. ment Charges, and Late Charges. Borrower shall ", when due the principal of, and interest on, the evidenced by the Note and any prepayment larges and late charges due under the Note. Borrower share pay funds for Escrow Items pursuar to Section 3. Payments due under the Note and this Security Inst. nt shall be made in U.S.

-6(IL) (0010)

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