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SUBORDINATION

OF MORTGAGE

AGREEMENT Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Redhill Ave.

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APN: 07-18-309-028



Doc#: 0509616038 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 04/06/2005 09:32 AM Pg: 1 of 3

This Agreement is by and between Washington Mutual Bank, FA (the "Lender"), and First American
Bank ("FAB"). Based on the 1ep esentations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:
bank (PAB). Based on the Part of the bank and the bank
Pamela II ongo and Frank G Longo (collectively "Borrower") wants Lender to provide financial
Pamela J Longo and Frank G Longo (collectively "Borrower") wants Lender to provide inflancial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$156,967.00 to be secured by
accommodations to Borrower in the form of a new credit of foat in the maximum principal amounts as described on Exhibit "A" attached a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached
hereto (the "Premises"):
1 1 1 1 A would Towns not otherwise defined in
Definitions. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in
this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.
"FAB Lien" means that certain Mortgage affecting the Premise, dated January 27, 2005 and recorded in Cook County, Illinois as
Document No. <u>0503404202</u> , made by Borrower to FAB to secure an indebtedness in the original principal
amount of \$94,000.00 . Rec. 2-3-05
"New Lien" means that certain Mortgage affecting the Premises dated $\frac{9.0-04}{6.000}$, made by Borrower to Lender to secure a
"New Lien" means that certain Motigage affecting the Frenhess dated
of \$ on the first day of every month beginning and coruncing until on which date the
of \$ on the first day of every month beginning and countries and markets
entire balance of principal and interest remaining unpaid shall be due and payable.
Rec 11-15-04 Inst# 0432041117
G 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
CUROPERIATION CHALL BE LIMITED TO INDERTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF
CASC OCTION AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A
GURGEOUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORIGAGI, B) LENDER, THEN THIS
SUDORDINATION SHALL BE OF NO FFFECT WHATSOEVER WITH RESPECT TO ANY AMOUN'S IN EXCESS OF SAID
PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT
TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.
TO ANY AMOUNTS IN EXCESS OF BAIL PRINCE THE PRINCE OF STATE OF STA
Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default
Default By Borrower. If Borrower becomes insolvent of bankrupt, this Agreement shall be a bankrupt, this Agreement shall be a bankrupt.

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion

by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

about amounts and times of payment in making loans or extending accommodations to Borrower.

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Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of February 23, 2005

	[LENDER]		•
By: Rachel Young Title: Document Specialist	8	By: Name: Title: Address:	
Address: 80 Stratford Drive Bloomingdale, IL of	4		
STATE OF ILLINOIS) SS. Ox		
COUNTY OF DUPAGE)	Care of Greenid DO HEREBY CERTIFY	that Rachel You

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rachel Young personally known to me to be the same person whose wante is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, February 23, 2005

"U.F.F.C.IAL, SEAL"
Sar dra L. Koga
Notary Public, State of Illinois
My Commission Lep. 0)/09/2007

T'S OFFICE

Notary Public

Sandra L. Koga

THIS INSTRUMENT PREPARED BY: Rachel Young

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140

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Order ID1579226

Loan Number: 908-0072338940

EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK:

JT 28 N BL
OUTHWEST QL
PRINCIP AL MERIDI.
23937795 IN GCOK COL

APN: 02-18-309-029

OR
OFFICE

OFFICE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1977 AS DOCUMENT