

# UNOFFICIAL COPY

## AGREEMENT FOR SUBORDINATION OF MORTGAGE



THIS AGREEMENT is made on  
7/22/05, 2005, by  
and among First Evangelical Free Church  
(the "Existing Mortgagee"), with an office at  
5255 N. Ashland Avenue, Chicago, Illinois  
60640, Bank of America. (the "New  
Mortgagee") with an office at: P.O. Box  
1675, Coraopolis, PA 15108 and Jerry L.  
Rich and Linda J. Rich (the "Owner"),  
whose address is 5810 N. Fairfield Avenue,  
Chicago, Illinois 60659.

Doc#: 0521335289  
Eugene "Gene" Moore Fee: \$48.00  
Cook County Recorder of Deeds  
Date: 08/01/2005 02:07 PM Pg: 1 of 2

Recitals

8883976/  
25075827

Owner is the owner of a certain parcel of land, situation in the County of Cook, State of Illinois, fully described as follows (the "Property"):

LOT 16 BLOCK 9 IN W. F. KAISER'S AND CO'S ARCADIA TERRACE BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*add*

PIN: 13-01-408-037-0000

Address of real estate: 5810 N. Fairfield Avenue, Chicago, IL 60659

Owner, by an instrument dated April 14, 1999, granted and conveyed to the Existing Mortgagee a mortgage encumbering the Property (the "Existing Mortgage"), securing the payment of \$25,000.00, with interest. The Existing Mortgage was recorded on September 8, 2004; in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 0425216058;

Owner, by an instrument dated \_\_\_\_\_, granted and conveyed to the New Mortgagee a mortgage encumbering the Property (the "New Mortgage"), securing the payment of \$ \_\_\_\_\_, with interest. The New Mortgage is to be recorded prior to the recording of this Agreement.

The parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage.

**BOX 333-CTI**

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In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is acknowledged by the Existing Mortgagee, the parties, intending to be legally bound, agree as follows:

1. The Existing Mortgage is subordinated and postponed in lien, payment, and distribution upon any judicial sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the New Mortgagee.
2. 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 recording of the Existing Mortgage.
3. If any proceedings are brought by the Existing Mortgagee or its successors or assigns against the Property, including foreclosure proceedings on the Existing Mortgage or to execute any judgment on the note or bond that it secures, the judicial sale in connection with the proceedings shall not discharge the lien of the New Mortgage.
4. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.

Executed on 7/22/05 [date], at Chicago, Illinois,

Eric Brenner

Name: Eric Brenner, Chairman  
For First Evangelical Free Church

Jerry L. Rich

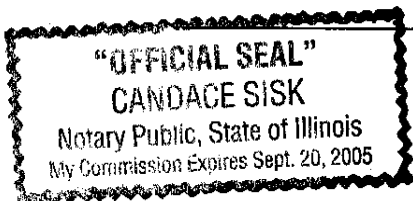
Linda J. Rich

Jerry L. Rich and Linda J. Rich

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the parties hereto personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of July, 2005.

(SEAL)



[Signature]  
Notary Public