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2013
Talon Group 1247080

SUBORDINATION OF MORTGAGE

Mail to:

DANIEL BINIAK
10923 so. LAWDALE
CHGO. IL 60655

This instrument prepared by:
John R. Ruddy
29 S. La Salle St., Suite 828
Chicago, IL 60603-



Doc#: 0534005124 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2005 10:46 AM Pg: 1 of 2

WHEREAS, DANIEL J. BINIAK AND MICHELLE D. BINIAK, his wife, by a Mortgage dated January 14, 2002 and recorded in the Recorder's Office of Cook County, Illinois, on January 28, 2002, as Document number 0020109395 did convey unto Chicago Firefighter's Credit Union, certain premises in Cook County, Illinois, described as follows:

LOT 18 (EXCEPT THE NORTH 4.09 FEET THEREOF) AND THE NORTH 18.84 FEET OF LOT 20 IN WADES SUBDIVISION OF BLOCKS 2 AND 7 IN HILL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX INDEX NO: 24-14-31-015
PROPERTY ADDRESS: 10923 S. LAWDALE, CHICAGO, IL

to secure a note for Sixty Thousand Dollars and 00/100, (\$ 60,000.00), with interest, as provided therein.

WHEREAS, the aforesaid DANIEL J. BINIAK AND MICHELLE D. BINIAK, by a Mortgage dated the 16th day of Nov, 2005 did convey unto FIRST PERSONAL BANK the said premises to secure a note for Ninety Five Thousand and 00/100 Dollars, (\$ 95,000.00), with interest, payable as therein provided; and

WHEREAS, the note secured by the Mortgage first described is held by the Chicago Firefighter's Credit Union, as sole owner, and not as agent for collection, pledgee, or in trust for any person, firm, or corporation;

WHEREAS, said owner agrees to subordinate the lien of the Mortgage first described to the lien of the Mortgage, held by FIRST PERSONAL BANK secondly described.

THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), to Chicago Firefighter's Credit Union, in hand paid, the Chicago Firefighter's Credit Union does hereby covenant and agree with FIRST PERSONAL BANK that the lien of the note owned by said Chicago Firefighter's Credit Union and of the Mortgage securing same shall be and remain at all times a second lien upon the premises thereby conveyed, subject to the lien of the Mortgage to the said FIRST PERSONAL BANK, as aforesaid for all advances made or to be made on the note secured by the last named Mortgage and for all other purposes specified therein.

FURTHER, any default under the FIRST PERSONAL BANK Documents shall be deemed a default under the Chicago Firefighter's Credit Union Documents, neither FIRST PERSONAL BANK or the Chicago Firefighter's Credit Union shall commence a foreclosure action under its documents without giving the other thirty (30) days written notice thereof, during which period the other may, but is not required to cure the defect.

