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Doc#: 0727034079 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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8380552

Document Type: Subordination Agreement
Grantor: Sung Hyo Yom and Soo Hee Yom
Grantee: Sung Hyo Yom and Soo Hee Yom

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Foster Bank/Loan Dept
Attn.: Won-Kyong Jung
5225 N. Kedzie Ave.
Chicago, IL 60625
(773) 588-3355
Loan# 4077000

REAL PROPERTY SUBORDINATION AGREEMENT

GRANTOR(S)

Sung Hyo Yom
Soo Hee Yom

ADDRESS

4225 N. Pulaski Rd.
Chicago, IL 60641

TELEPHONE NO.

IDENTIFICATION NO.

BORROWER(S)

Sung Hyo Yom
Soo Hee Yom

ADDRESS

4225 N. Pulaski Rd.
Chicago, IL 60641

TELEPHONE NO.

IDENTIFICATION NO.

CREDITOR:

Foster Bank 5225 N. Kedzie Ave., Chicago, IL 60625

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and security interests and agrees as follows:

1 **CREDITOR'S SECURITY INTEREST.** Creditor owns and holds a Note and related Mortgage / Assignment of Rents, which Mortgage was recorded in Book _____ at Page _____ Filing Date April 14, 2006 Document No. 0610445066; in the office of the Recorder of Cook County, Illinois; encumbering the following described real property, all present and future improvements and fixtures located herein (the "Property")

LOT 19 AND 20 IN BLOCK 17 IN WALKER'S SUBDIVISION OF BLOCKS 1 TO 51 INCLUSIVE IN W. B. WALKER'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address of Real Property: 4225 N. Pulaski Rd., Chicago, IL 60641

Permant Index Number(s): 13-14-308-013-0000
13-14-308-014-0000

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- 2 **LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT.** Borrower has requested a \$256,000.00 loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph be subordinated to the Mortgage / Assignment of Rent to be ex
- 3 **SUBORDINATION OF CREDITOR'S SECURITY INTEREST.** Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's right in the Property.
- 4 **PRIORITY OF SECURITY INTERESTS.** The priority of the security interests belongs to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interest were created or perfected.
- 5 **WAIVER OF LIMITATIONS.** Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Cr
- 6 **DOCUMENTATION AND NON-INTERFERENCE.** Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruemnts as the Lender may deem necessary to ca
- 7 **TERMINATION.** This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.
- 8 **EFFECT ON BORROWER AND THIRD PARTIES.** This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Propey and rights against the Borrower, Grantor, or any third party except as set forth herein.
- 9 **REPRESENTATIONS AND WARRANTIES.** Creditor represents and warrants to Lender that:
- Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower t
 - Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
 - Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
 - Creditor has conducted an independent investigation of Borrower's business and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.
- 10 **ASSIGNMENT.** Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.
- 11 **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- 12 **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
- 13 **NOTICE.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.
- 14 **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proc
- 15 **ATTORNEY'S FEES.** Lender will be entitled to collect its attorney's fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.
- 16 **JOINT AND SEVERAL.** If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.
- 17 **INTEGRATION.** This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

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18 ADDITIONAL TERMS.

Creditor acknowledges that Creditor has read, understands and agrees to the terms and conditions of this Agreement.

DATED: 04/26/07

CREDITOR: FOSTER BANK

BY: [Signature]
Christine Yoon

TITLE: V.P. Senior Lending Officer

BY: _____

TITLE: _____

LENDER: Foster Bank

BY: [Signature]
Christine Yoon

TITLE: V.P. / Senior Lending Officer

LENDER: _____

BY: _____

TITLE: _____

State of ILLINOIS)

County of COOK)

State of _____)

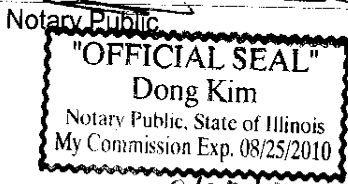
County of _____)

I, the undersigned, a Notary Public in and For said County, in the State aforesaid, DO HEREBY CERTIFY that Christine Yoon personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this _____ by _____ as _____ on behalf of the _____

Given under my hand and official seal, the 26th day of
April, 2007

Given under my hand and official seal, this _____ day of _____



Commission expires: 8/25/2010

Notary Public

Commission expires: _____

This instrument was prepared by: **FOSTER BANK / Won K. Jung**
After recording return to Lender: Foster Bank, 5225 N. Kedzie Ave., Chicago, IL 60625