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Doc#: 0733946119 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2007 02:57 PM Pg: 1 of 2

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TICOR TITLE

Prepared by & Mail to:
KAREN MENZA
2650 Warrenville Rd., Ste 500
Downers Grove, IL 60515
Attn: Marcia Petricig

LOAN # 760456312

SUBORDINATION OF MORTGAGE OR TRUST DEED

This Subordination Agreement (the "Agreement") is made and entered into this 14th day of November, 2007, by and among Bank of America (the "Lender"), and Mid America Bank, fsb ("Subordinating Party") and Miriam Zaghlul and John S Zaghlul and Solomon J Zaghlul, (hereinafter collectively referred to as the "Borrowers").

WHEREAS, the Borrowers are indebted to the Subordinating Party by reason of a note in the amount of \$25,000.00 with interest payable as therein provided; and, in order to secure said note, the Borrowers did execute a Mortgage/Trust Deed in favor of the Subordinating Party, dated 9/17/02, and recorded in the office of the Recorder of Deeds of Cook County, Illinois on 9/20/02 as Document No. 0021071277 for certain premises located in Cook County, Illinois, (Property) described as follows:

LOT 10 IN FATHER AND SON'S SUBDIVISION OF LOT 1 IN MCKAY'S SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL PIN 24 04 213 013 PROP ADD: 8833 S Tulley Ave., Oak Lawn, IL 60453

WHEREAS, the Borrowers are or will be indebted to Bank of America, ("Lender") by reason of a note in the amount of \$154,000.00 with interest payable as therein provided, and, in order to secure said note, the Borrowers have or will sign a Mortgage/Trust Deed in favor of the Lender dated NOVEMBER 27, 2007 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on as Document No. Doc# 0733946118 for the above described Property;

WHEREAS, the Lender, as a condition precedent to the origination of said loan to the Borrowers requires the subordination of the lien held by the Subordinating Party to the Lenders new lien;

WHEREAS, the Borrowers and the Subordinating Party wish to subordinate the lien of the Subordinating Party to the new lien of the Lender;

WHEREAS, the Subordinating Party is the sole owner of the Note and Mortgage/Trust Deed and is not merely agent for collection, pledgee, or holding same in trust for any person, firm or corporation;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and such other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Borrowers, the Lender, and the Subordinating Party do hereby covenant and agree that the Note and Mortgage/Trust Deed in favor of the Subordinating Party, and all of the terms, covenants and conditions thereof, are made subject, subordinate and inferior to the Note, Mortgage/Trust Deed and Assignment of Rents, and any other agreement in favor of the Lender, acting a security for said Note, and all advances made or to be made thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 14th day of November, 2007.

BORROWERS:

Miriam & John S Zaghlul

Solomon S Zaghlul

SUBORDINATING PARTY:

By:
Vice President
Attest:
Assistant Secretary

25

