## UNOFFICIAL COPM 48118

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1998-11-19 11:18:09
Cook County Recorder 23.50

This document prepared by and after recording be mailed to: THE LEMONT NATIONAL BANK 310 Main Street
Lemont, Illinois 60439





## SUBORDINATION AGREEMENT (REAL ESTATE)

This Subordination Agreement is made this 9th day of November, 1998 by The Lemont National Bank (hereinafter referred to as "LNB").

WHEREAS, LNB is the owner and/or holder of the following lien documents and of the Note evidencing the indebtedness secured thereby:

1. Home Equity Line Of Credit Mortgage dated April 1, 1998 and recorded April 6, 1998 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 98271236 made by John A. Bagal and Carol Bagal, His Wife to LNB covering the real state described as follows:

LOTS 1-AND 2 IN BLOCK 9 IN MCCARTHY AND HUSTON'S ADDITION TO LEMONT, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 IN SECTION 29, TOWNSHIP 37, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ("Property");

P.I.N. 22-29-221-002 AND 22-29-221-001 PROPERTY ADDRESS: 700 MCCARTHY STREET, LYMONT, ILLINOIS 60439

All of which aforedescribed documents are hereinacter referred to as the "LNB Loan Documents".

Lawyers Title Insurance Corporation

WHEREAS, LNB has agreed with Covenant Mortgage Corporation (hereinafter referred to as "Bank") that the LNB enumerated Loan Documents are and shall continue to be subordinated to the lien of the Bank evidenced by the liens and encumbrances hereafter referred to but in no event shall this subordination exceed the sum of \$103,000.00. Bank represents and warrants to LNB that the Bank's documents do not allow for future advances. This subordination shall be valid cal, if the new loan documents contain the statement that "no future advances will be allowed" clause and that the loan proceeds from Bank's new loan will be used to pay in full the existing first mortgage; and that Bank will obtain the proper releases and record such releases so that after closing there exists only the liens of LNB and that of the Bank.

NOW, THEREFORE, LNB, subject to the above stated conditions being complied with hereby subordinates the lien of the LNB Loan Documents and the indebtedness secured thereby to the lien, not to exceed \$103,000.00, created by the following documents relating to the Property and the total indebtedness not to exceed \$103,000.00 secured thereby in favor of the Bank:

a. Mortgage dated November 11, 1998, made by John A. Bagal and Carol Bagal and recorded on Nov 19, 45, 1998, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. : in the amount of \$103,000.00.

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This Agreement may not be modified except in writing and such modification must be signed and acknowledged by LNB.

This Agreement has been executed as of the day and year first above written.

THE LEMONT NATIONAL BANK

. . . . . .

John R.

Executive Vice President

ATTEST:

Meade

Vice President

STATE OF JULY NOIS, COUNTY OF COOK, SS

I, Lynea R. Benjtsson, a Notary Public in and for said County, in the State aforesaid, do rereby certify that John R. Benik who is the Executive Vice President of The Amont National Bank, a national banking association, and Richard A. Meade, who is the Senior Vice President personally known to me to be the same persons whose names are subscribed to in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Pank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of November, 1998.

My Commission Expires: 02/18/2002

OFFICIAL SEAL LYNEA R BENGTSSON NOTARY PUBLIC STATE OF ILLINOIS Diff Clark's Office MY COMMISSION EXP. FEB. 18,2002

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