# **UNOFFICIAL COPY**

STEWART TITLE 2 NORTH LASALLE # 625 CHICAGO, ILLINOIS 60602 312-849-4243 FILE #



Doc#: 0808811031 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 03/28/2008 10:02 AM Pg: 1 of 3

# SUBORDINATION OOF COUNTY CLOSES OFFICE

**LEGAL DESCRIPTION:** 

LOT 43 IN NURSERY ESTATES, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, **ILLINOIS** 

P.I.N. # 01-34-305-002-0000 & 01-34-104-008-0000

COMMON PROPERTY ADDRESS: 19 PENTWATER DRIVE, SOUTH BARRINGTON, IL 60010

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# **UNOFFICIAL COPY**

SUBORDINATION ACREEMENT

Mailed and Prepared by: COLE TAYLOR BANK 9550 W. Higgins Road-Loan Services Rosemont, IL 60018

### RECORDER'S STAMP

This agreement made the <u>3rd</u> day of <u>March</u>, 2008, Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 26, 2003 and known as Trust # 1111790, as Grantor and Paul J. Guske and Mary Beth Guske, hereinafter called "Borrower", and Col. Taylor Bank, whose address is 9550 W. Higgins Road, Rosemont, IL 60018 hereinafter called "Lien Holder", and Barrington Mortg. ge Corporation.

Whereas, Grantor is the owner in fee of premises situated at 19 Pentwater Drive, South Barrington, Il 60010 by this reference made a part hereof) and

Whereas, Lien Holder is the owner and holder of a certain mortgage covering said premises, and of the note which said mortgage secures, said mortgage bearing the date of the 3<sup>rd</sup> day of October, 2007 recorded in the Cook County Recorder's Office on the 22<sup>rd</sup> day of October, 2007 as Document Number 0729540165, being made by Borrower to Lienholder to secure payment amount of Ninety Thousand and 00/100 dollars (\$90,000.00), plus interes;

Whereas, on condition that said mortgage be subordinated in the manner hereinafter appearing, Barrington Mortgage Corporation is about to accept from Borrower a mortgage covering said premises hereinabove described, bearing the date of the <u>26th</u> day of February2008, made by Borrower to Barrington Mortgage Corporation to secure payment of Nine Hundred Ninety-Five Thousand and 00/100 dollars (\$995,000.00.) plus interest.

Whereas Barrington Mortgage Corporation will accept the said mortgage from Borrower, and also in consideration of one dollar to each of them paid by Borrower, the receipt whereof is hereby acknowledged, Borrower, Grantor and Lien Holder do hereby, severally and respectively, covenant, consent and agree, to and Barrington Mortgage Corporation said Mortgage owned and held by Lien Holder shall be, and the same is hereby made, subject and subordinate in lien to the lien of said mortgage to be accepted by Barrington Mortgage Corporation.

This agreement shall be binding upon and inure to the benefit of the respect heirs, legal representatives, successors and assigns, of the parties hereto.

In Witness Whereof, the parties have signed this agreement on the day and year first above written.

Daul I Guske

Borr

Mary Beth Guske

ADD DOCUMENT # 08811030

STANT THE GLOS CO.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such

## **UNOFFICIAL COPY**

Trustee. It is expressly understood and agreed that ell the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal respectivity is accounted by or chall at any time herein the personal respectivity is accounted by or chall at any time herein the personal respectivity. liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation. Chicago Title Land Trust Company, A Trustee under Trust Agreement dated February 26, 2003 covenant, undertaking or agreement of the Trustee in this instrument. and known as Trust # 1111790 AND NOT PERSONALL JANE B. ZAKRZEWSKI Trust Officer State of Illinois County of Before me, the un dersigned notary for said County and State, personally Paul J. Guske and Mary Beth Guske, known to me to be the person (3) whose name is subscribed above, and acknowledged that he/she executed the same for the purpose therein contained. In Witness Whereof Vier sunto set my hand and Official seal this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2008. State of Illinois County of COOK Before me, the undersigned notary for said County and State, personally Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 26, 2003 and mown as Trust # 1111790, known to me to be the person (s) whose name is subscribed above, and acknowledged that he/she executed the same for the purpose therein contained.

In Witness Whereof I hereunto set my hand and official seal this 14th day of March .2008.Cole Taylor Bank (Lienholder) OFFICIAL SEAL" T. McALLISTER Notary Public, State of Illinois raig Munson, Assistant Vice President My Commission Expires 06/20/2011 <del>% 2000000000000000000000000000000000</del> State of Illinois County of Vit Cal Before me, the undersigned notary for said County and State, personally appeared Craig Munson, Assistant Vice-President Authorized Signer of Cole Taylor Bank, and known to me to be an authorized agent of the corporation and executed the Subordination and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by 24th ority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation. In Witness Whereof I hereunto set my hand and official-seal this 310 day of

"OFFICIAL SEAL"
IWONA GONDER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 09/17/2011

**Notary Public**