

THIS DOCUMENT PREPARED BY:

I CERTIFY THIS TO BE A TRUE & EXACT COPY OF THE ORIGINAL  
By [Signature]



**SUBORDINATION AGREEMENT**

THIS AGREEMENT is entered into this 6 day of April, 1999  
by Funding Mortgage Ltd. Prairie Bank & Trust and ["Lienholder"].

71845

**RECITALS**

WHEREAS, Pual & Suvimol Machnikowski  
(the "Borrowers") have executed a mortgage note dated           
with Prairie Bank & Trust ("Lienholder") in the  
amount of \$ 30,000.00.

and

WHEREAS, said note is secured by a mortgage in the amount of  
\$ 30,000.00 described as follows:

Mortgage dated 2-5-1999 and recorded 2-25-1999  
as Document # 99185023 with the Cook County Recorder of  
Deeds, encumbering the property described in Exhibit A

and

WHEREAS, the Borrowers have a remaining outstanding obligation to  
Prairie Bank & Trust ("Lienholder") in the  
amount of \$ 30,000.00.

and

WHEREAS, Crossland Mortgage intends to extend a  
mortgage to Borrower in an original principal amount not to exceed \$ 86,700.00  
and will provide said mortgage secured by the PROPERTY if  
LIENHOLDER subordinates its mortgage and note to the new mortgage of  
Crossland Mortgage

NOW THEREFORE, in consideration of the covenants contained herein, the  
parties agree as follows:

1). **Subordination:** Lienholder agrees to and hereby does subordinate  
its mortgage lien in the PROPERTY to the new mortgage lien to be filed by  
Crossland Mtg. in an amount not to exceed \$ 86,700.00

2). **Effect:** Lienholder's mortgage lien shall in no way be impaired  
or affected by this AGREEMENT except that the LIENHOLDER'S mortgage shall  
stand JUNIOR AND SUBORDINATE to the new mortgage of Crossland Mtg.  
in the same manner and to the same extent as if the new  
mortgage of Crossland Mtg. had been filed prior to the  
execution and recording of the LIENHOLDER'S mortgage.

3). It is further agreed that in the event of any distribution,  
division, payment or application, partial or complete, voluntary or  
otherwise, of all or any part of the Property of the proceeds thereof, in  
whatever form, to creditors of Borrower or on any indebtedness of Borrower,  
occurring by reason of the liquidation, dissolution, execution, sale,  
receivership, insolvency or bankruptcy proceedings, or assignments for the  
benefit of creditors, or proceedings for reorganization, the           
loan shall first be paid in full before any payment is made on the  
Prairie Bank & Trust ("Lienholder") loan.

4). It is further agreed that no modification, renewal or extension  
of time of payment of the Crossland Mtg. loan, no release or surrender of any  
security for the Crossland Mtg. loan, no delay in enforcement of payment  
thereof, or in the enforcement of this Agreement, and no delay or omission  
in exercising any right of power under the          loan documents, shall  
in any manner impair or affect any rights hereunder. Lienholder hereby

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IN WITNESS WHEREOF, this Subordination Agreement has been made and delivered, this 5th day of April, 1999.

Funding Mortgage Ltd. Crossland **CS080863**

BY: [Signature]  
Its: President

Prairie Bank & Trust  
BY: Catherine M. Webb  
Its: Service President

The undersigned Borrowers hereby acknowledge receipt of a copy of the foregoing Subordination Agreement, waive notice of acceptance thereof by Funding Mtd, and agree to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary and appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement, then, at the election of Funding Mtd, any, and all obligations of the undersigned Borrowers to Funding Mtd shall forthwith become due and payable notwithstanding any provisions thereof to the contrary.

Dated: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF IL )

On this 8th day of April, before me a notary public in and for the above county and state, appeared Catherine Webb

who stated that he/she is the SEVPRESIDENT of Prairie Bank & Trust and acknowledge that he/she signed and delivered this instrument as a free and voluntary act and the free and voluntary act of the Corporation.

OFFICIAL SEAL  
NANCY O'DOWD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-20-2002

Nancy O'Dowd  
Notary Public  
Commission Expires:

# UNOFFICIAL COPY

waives notice of the modification, extension, and renewal of the loan.

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5). It is further agreed that First Cook will provide Lienholder with a copy of any notice of default sent to the Borrowers pursuant to the terms of the First Cook loan and that Lienholder will provide First Cook with a copy of any notice of default sent to the Borrowers pursuant to the terms of the Prairie Bank & Trust ("Lienholder") loan; provided, however, the failure to provide said copies by either party will not defeat the intent of this Agreement.

Notices shall be sent as follows:

If to: Prairie Bank & Trust  
(Lienholder) 7661 S. Harlem  
Bridgeview, IL 60455

If to

*Crossland, Md*

6). This Agreement contains the whole agreement between the parties hereto and there are no Agreements, written or oral, outside or separate from this Agreement.

7). This Agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

IN WITNESS WHEREOF, the LIENHOLDER has executed this SUBORDINATION AGREEMENT on the date and year first above written.

*Prairie Bank & Trust Company*

BY:

*Arthur W. Clark Senior Vice Pres*

Property of Cook County Clerk's Office