



Doc#: 0906441058 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/05/2009 11:28 AM Pg: 1 of 2

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2009
1/17

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made this 12th day of February, 2009 by Marquette Bank (the "Subordinating Party") whose address is 9612 W. 143rd Street, Orland Park, IL 60462, and is given to First Commercial Bank (the "Lender"), whose address is 4970 South Archer, Chicago, IL 60632

RECITALS

WHEREAS, the Lender is making (or has made) a mortgage loan (the "Loan") to John Servatius and Diana Servatius (the "Borrower") in connection with and secured by certain real property having a property address of 6651 North Loren Avenue, Chicago, Illinois, 60646 :

LEGAL DESCRIPTION:

Lot 17 in Block 1 in Otto Wittbold's Subdivision of Lot 57 in the Subdivision of Bronson, Part of Caldwell's reservation in Township 40 and 41 North, Range 13, East of the Third Principal Meridian, Together with the Southeasterly 33 feet of Lot 58 in the Subdivision of Bronson's part of Caldwell Reservation aforesaid dedicated for a street, in Cook County, Illinois

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P.I.N. # 10-32-413-002-0000

WHEREAS, the Borrower is the present owner of the Property, or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a mortgage, deed of trust or other security instrument encumbering the Property in the principal sum of \$366,000.00 in favor of the Lender (the "New Mortgage"); and

WHEREAS, the Subordinating Party now owns or holds an interest as mortgagee of the Property pursuant to a mortgage, deed of trust or other security instrument in the amount of \$62,000.00 dated 10/04/2008 (the "Existing Mortgage") which was recorded on 10/31/2008 at Book/Liber _____, Page _____, Document No. 0830547038. In the official records for the County of Cook, State of Illinois (the "Recording Office"); and

WHEREAS, the Lender is about to make (or has made) the Loan expressly upon the condition that the Subordinating Party unconditionally subordinate the lien of the Existing Mortgage to the lien of the New Mortgage; and

WHEREAS, it is the intent and desire of the Subordinating Party that the Existing Mortgage be made subject and subordinate to the New Mortgage in favor of Lender.

NOW THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound by this Agreement, do hereby agree as follows, to wit:

- 1. **Recitals.** The foregoing recitals are adopted herein as if recited in their entirety.

BOX 333-CT

UNOFFICIAL COPY

2. **Subordination of Existing Mortgage.** The Existing mortgage is hereby subordinated to the lien of the New Mortgage to full extent and in the aggregate amount of all advances made or to be made by the Lender, and the lien of the Existing Mortgage shall henceforth and forever be subject, subordinate and inferior in lien, right and dignity at all times to the lien, right and dignity of the New Mortgage and any extensions, renewals, and modifications of same.

3. **Effect of Subordination.** The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered, and recorded in the Recording Office prior to the execution, delivery, and recordation of the Existing Mortgage.

4. **Entire Agreement.** This Agreement contains the whole agreement between the parties as to the mortgage loans, and priority thereof as described above, and there are no agreements, written or oral, outside or separate from this Agreement and all prior negotiations, if any, are merged into this Agreement. No modification, release, discharge, or waiver of any provision of this Agreement shall have any force or effect unless it is in writing signed by the parties.

5. **Parties Bound.** This Agreement shall be binding on and insure to the benefit of the respective heirs, successors and assigns of the parties.

This Subordination Agreement is given, executed and delivered by the undersigned on the date and year first written above.

Witnesses:

Name: _____

Cathy Hood

Name: Marquette Bank
SUBORDINATING PARTY

By: _____

Name: Richard Cronin
Title: Underwriter

State of Illinois)

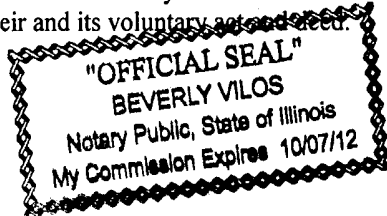
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County of Cook)

On this 12th day of February, 2009, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Richard Cronin and Cathy Hood, to me personally known, who, being by me first duly sworn, did acknowledge and declare that: they are the Underwriter and Underwriter, respectively, of the corporation executing the within and foregoing instrument: that the seal affixed thereto is the official seal of said corporation; that said instrument was signed and sealed for and on behalf of said corporation by due authority of its Board of Directors; and that they as such officers were duly authorized to and did execute said instrument for and on behalf of said corporation as their and its voluntary act and deed.

Beverly Vilos
Notary Public

My Commission Expires



Seal

Prepared By:

When Recorded Return To:

Marquette Bank
9612 West 143rd Street
Orland Park, Illinois, 60462