

UNOFFICIAL COPY



Doc#: 0924305056 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/31/2009 10:30 AM Pg: 1 of 3

MORTGAGE SUBORDINATION AGREEMENT

FIRST AMERICAN
File # 1965297

This agreement is made this 27th day of July, 2009 by and between Oak Trust Credit Union, ("Subordinating Creditor"), and First Centennial Mortgage Corporation, its successors and/or assigns ("Senior Creditor").

A. Subordinating Creditor is the mortgagee under a mortgage (the "Subordinated Mortgage") dated May 16, 2009, granted by Terrence G. Foy and Christine M. Foy, Husband and Wife as Joint Tenants, (borrowers), and recorded in the County Recorders Office, Cook County, Illinois, on June 5, 2009 as document no. 0915608338, encumbering the Land described on Exhibit A hereto, and certain other property (collectively, the "Property").

B. Senior Creditor is the mortgagee under a mortgage (the "Senior Mortgage") dated August 4, 2009, granted by the Borrower, and recorded in the same office on _____, as document no. 0924305056, encumbering the property.

C. The Borrower has requested that the Senior Creditor make a loan or otherwise extend credit to the Borrower to be secured by the Senior Mortgage.

D. To induce Senior Creditor to make that loan or extend that credit, Subordination Creditor has agreed to execute and deliver this Subordination Agreement.

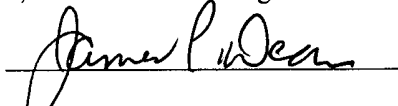
ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordination Creditor hereby agrees with Senior Creditor as follows:

1. Regardless of any priority otherwise available to Subordination Creditor, the lien of the Subordinated Mortgage on the Property (including, without limitation, all proceeds of insurance or condemnation) is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Senior Creditor subordinates to the lien of the Senior Mortgage only to the extent that the indebtedness secured by that Senior Mortgage does not exceed \$320,000.00, together with interest thereon, and costs of collection.
2. Subordinating Creditor warrants to Senior Creditor that Subordinating Creditor presently owns the Subordinated Mortgage and the indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. Neither Subordinating Creditor nor Senior Creditor (i) makes any representation or warranty concerning the Property of the Borrower or the validity, perfection or (except as to the subordination accomplished hereby) priority of any mortgage lien or other lien thereon or security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon the Property or any other property of the Borrowers.
4. This agreement is made under the laws of the state in which the institution is located. It cannot be waived or changed, except by a writing signed by the party to bound thereby. This agreement is made between Senior Creditor and Subordinating Creditor. It shall be binding upon Subordinating Creditor, and shall insure to the benefit of, and shall be enforceable by Senior creditor and its successors and assigns. Neither the borrower nor any other person (except Senior Creditor, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

AS RECORDED CONCURRENTLY HEREWITH

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IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.


By James P. Dean
Its President/CEO

STATE OF Illinois) SS
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 27th day of July, 2009, by James P. Dean, Its President/CEO, of Oak Trust Credit Union.


Notary Public



This instrument was drafted by: *Return to:*
Oak Trust Credit Union
1S450 Summit Avenue
Oakbrook Terrace, IL 60181-5051

Phone: 800-232-6728
Fax : 630-792-0300

Exhibit A to Mortgage Subordination Agreement

LAND DESCRIPTION

LOT SIX (6) IN MEDERSON, BEING A SUBDIVISION OF LOT FIVE (5) IN THE DIVISION OF THE CARLSON TRACT, FOREST GLEN, IN NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 9, TOWN 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT SIX (6) IN MEDERSON, BEING A SUBDIVISION OF LOT FIVE (5) IN THE DIVISION OF THE CARLSON TRACT, FOREST GLEN, IN NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 9, TOWN 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

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Property Address: 4911 West Berwyn Avenue, Chicago, Illinois 60630

Property of Cook County Clerk's Office