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This instrument prepared by:

BAGLEY & MILLER
P.O. Box 669
Pekin, IL 61555-0669

Doc#: 0928955030 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/16/2009 03:17 PM Pg: 1 of 5

Mail to:

Bagley & Miller
P.O. Box 669
Pekin, IL 61555-0669

3/4/09 2009 - (5026)

FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

WHEREAS, the undersigned, HERGET BANK, NATIONAL ASSOCIATION, is the holder of a mortgage executed by MARSHALL C. KRAVITZ and CONSTANCE M. KRAVITZ, in the original principal amount of \$165,000.00 dated September 27, 2007, and recorded on October 10, 2007, as Document No. 0728311107 of the records of Cook County, Illinois; and

WHEREAS, MARSHALL C. KRAVITZ and CONSTANCE M. KRAVITZ have also executed a note secured by a mortgage to PACOR MORTGAGE CORP., in the original principal amount of \$412,000.00, dated Sept 18 2009, 2009, and recorded on _____, 2009 as Document No. 0928955029 in the records of Cook County, Illinois, which mortgage conveys the same property described in the above mortgage as security and being legally described as follows:

P.I.N. 14-30-403-218-0000, formerly P.I.N. 14-30-403-059-0000

PARCEL 1:

Lot TH-42 in the Hartland Park II Subdivision, being a resubdivision of part of Lot 2 and Lot 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded July 23, 2007 as document number 0720422066, in Cook County, Illinois.

PARCEL 2:

Easements for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park II Townhomes recorded August 1, 2007 as document number 0721315129 for support, party walls, utilities, access and public services, as more fully described therein and according to the terms set forth therein.

PARCEL 3:

Non-exclusive easement for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park II Townhomes recorded as document number 0721315129, for access to and use of TH-STAIR-6 and TH-STAIR-7.

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PARCEL 4:

Easements for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Master Homeowners Association, recorded October 11, 2005 as document number 0528418110, and rerecorded to correct the legal description on October 12, 2005 as document number 0528527027, and as amended from time to time, as more fully described therein and according to the terms set forth therein.

PARCEL 5:

The following easements as created by Grant of Easements dated January 24, 1968 and recorded February 14, 1968 as document 20404465 made by and among American National Bank and Trust Company of Chicago, as Trustee under Trust Number 25629, American National Bank and Trust Company of Chicago, as Trustee under Trust Number 25630, Joseph R. Rizzo and Mary L. Rizzo, his wife and American National Bank and Trust Company of Chicago, as Trustee under Trust Number 25628, said easements being described as follows:

EASEMENT E.I:

Easement for ingress and egress appurtenant to and for the benefit of Parcels 2, 3 and 4 aforesaid over, across and upon that part of Lot or Block 3, together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3, all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included with a parcel of land bounded and described as follows:

Beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue, and running thence North along said East line of the West 26 feet, a distance of 80 feet; thence Northeastwardly a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwestwardly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence North along said East line of the West 26 feet a distance of 260.15 feet to the point of intersection of the East line of the West 26 feet aforesaid, with a Westward extension of the centerline of the South wall (measuring $12\frac{1}{2}$ inches in thickness), of a one story brick building situated upon Lot or Block 2 in said Northwestern Terra Cotta Company's resubdivision; thence West along said Westward extension of the center line of said brick wall a distance of 41.32 feet to a point on the West line of the East 15.32 feet of said Lot or Block 3 which is 509.85 feet North from the South line of said Lot or Block 3; thence South along said West line of the East 15.32 feet of said Lot or Block 3, distance of 74.88 feet to the North line of the South 435 feet said Lot or Block 3; thence East along said North line of the South 435 feet of said Lot or Block 3 a distance of 0.32 feet to a point which is 15 feet West from the East line of said Lot or Block 3; thence Southeastwardly along a straight line, a distance of 21.29 feet to a point on the East line of said Lot or Block 3 which is 420 feet North from the South East corner of said Lot or Block 3; thence South along said East line of Lot or Block 3, a distance of 290 feet to the South face of a brick building which is 130 feet North from the South East corner of said Lot or Block 3; thence East along an Eastward extension of the line of said South face of said brick building, a distance of 14 feet; thence South along the East line of the West 14 feet of said vacated North Hermitage Avenue, a distance of 130.02 feet to its intersection with said North line of West

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Wrightwood Avenue, and thence East along said North line, a distance of 12 feet to the point of beginning, in Cook County, Illinois.

EASEMENT E.II:

Easement for ingress and egress appurtenant to and for the benefit of Parcels 3 and 4 aforesaid over, across and upon that part of Lot or Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning on the West line of the East 15.32 feet of said Lot or Block 3, at a point 509.88 feet North from the South line of said Lot or Block 3 and running thence West along the North line of the South 509.99 feet of said Lot or Block 3, a distance of 40 feet; thence Southeastwardly along a straight line, a distance of 69.07 feet to point on said West line of the East 15.32 feet of said Lot or Block 3, which is 453.88 feet North from the South line of said Lot or Block 3, and thence North along the West line of the East 15.32 feet aforesaid, a distance of 56.00 feet to the point of beginning, in Cook County, Illinois;

EASEMENT E.III:

Easement for ingress and egress appurtenant to and for the benefit of Parcels 3 and 4 aforesaid over, across and upon the West 20 feet of the East 55.32 feet of the North 228.08 feet of the South 737.96 feet of Lot or Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

EASEMENT E.V:

Easement for ingress and egress appurtenant to and for the benefit of Parcels 3 and 4 aforesaid over, across and upon that part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot or Block 3 with a Westward extension of the South line of the North 247 feet of Lot or Block 2 in Northwestern Terra Cotta Company's Resubdivision (said point of intersection being 868.96 feet North from the South line of said Lot or Block 3) and running thence West along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 60 feet; thence South along the West line of the East 75.32 feet of said Lot or Block 3, a distance of 30 feet; thence East along the North line of the South 838.96 feet of said Lot or Block 3, a distance of 60 feet; and thence North along the West line of said East 15.32 feet of said Lot or Block 3, a distance of 30 feet to the point of beginning, in Cook County, Illinois.

EASEMENT E.VII:

Easement for ingress and egress appurtenant to and for the benefit of Parcels 3 and 4 aforesaid together with an easement for the operation, maintenance, repair, inspection and replacement of existing telephone, electric, gas, water, sewer and sprinkler systems lines and installation over, across and upon that part of Lot or Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the

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Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at the point of intersection of the West line of the East 15.32 feet of said Lot or Block 3, with a westward extension of the South line of the North 247 feet of Lot or Block 3, in Northwestern Terra Cotta Company's Resubdivision (said point of intersection being 868.96 feet North from the South line of said Lot or Block 3) and running thence South along the West line of said East 15.32 feet of said Lot or Block 3, a distance of 30 feet; thence East along the North line of the South 838.96 feet of said Lot or Block 3, a distance of 15.32 feet more or less to the East line of said Lot or Block 3; thence North along the East line of said Lot or Block 3, a distance of 30 feet, and thence West along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 15.32 feet to the point of beginning, in Cook County, Illinois;

EASEMENT E.VIII:

Easement for the operation, maintenance, repair, inspection and replacement of existing telephone, electric, gas, water, sewer and sprinkler system lines and installations appurtenant to and for the benefit of Parcels 2, 3 and 4 over, across and upon all that part of the West 36 feet of vacated Hermitage Avenue lying South of and adjoining the South line of Parcel 2 aforesaid, in Cook County, Illinois.

PARCEL 6:

Non-Exclusive Easement for Ingress and Egress over and across the land legally described as follows: The West 18.00 feet of the East 140.00 feet of the East 140.00 feet of the South 675.00 feet of Lot 2 in the Northwestern Terra Cotta Company's Resubdivision of Part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, as granted by the Reciprocal Easement Agreement dated as of February 28, 2006 and recorded March 10, 2006 as document number 0606945115, and as amended by First Amendment to Reciprocal Easement Agreement recorded August 1, 2007 as document number 0721315128, made by and between Hartland Park II LLC, an Illinois limited liability company and The Columbia Place South Homes Owners' Association, an Illinois not-for-profit corporation.

PARCEL 7:

Non-exclusive easement for ingress and egress over and across the "Paulina-Schubert Easement Parcel", as more particularly defined, described and granted in the Declaration of Ownership and of Easements, Restrictions, Covenants and By-Laws for the Paulina-Schubert Homeowners' Association, recorded September 29, 2006 as document number 0627216066, made by and between Paulina-Schubert Associates, LLC, and Wrightwood-Paulina II, LLC.

NOW THEREFORE, the undersigned, HERGET BANK, NATIONAL ASSOCIATION, believing it is to its advantage that said loan be made, and in consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, said HERGET BANK, NATIONAL ASSOCIATION, by its duly authorized officer, for itself, its successors and assigns, does hereby agree that its rights under said above described mortgage in the original principal amount of \$165,000.00 dated September 27, 2007, and recorded on October 10, 2007, as Document No. 0728311107 of the records of Cook County, Illinois, and all its rights in and to said property are subordinate to the rights of PACOR MORTGAGE CORP. under its mortgage in the original principal amount of \$412,000.00 executed 9-18-2009, 2009 and recorded

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_____, 2009 as Document No. 0928955029 in the records of Cook County, Illinois.

IN WITNESS WHEREOF, HERGET BANK, NATIONAL ASSOCIATION, has caused these presents to be executed and signed by its duly authorized officer and its corporate seal to be affixed hereto this 17th day of SEPTEMBER, 2009.

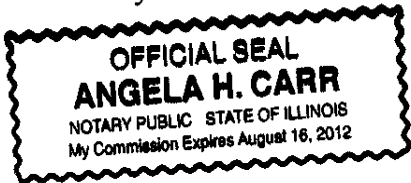
HERGET BANK, NATIONAL ASSOCIATION

BY: [Signature]
Its Equity Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that LEONARD L. HELMS, personally known to me to be the Equity Manager of HERGET BANK, NATIONAL ASSOCIATION, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Equity Manager, he signed and delivered the said instrument in writing as Equity Manager of said Association, and caused the seal of this Association to be affixed thereto, pursuant to authority given by the Board of Directors of said Association, as his free and voluntary act, and as the free and voluntary act of said Association for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of September, 2009.



[Signature]
NOTARY PUBLIC

PREMIER TITLE
1350 W. NORTHWEST HIGHWAY
AHLINGTON HEIGHTS, IL 60004
(847) 255-7100