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Cook County Recorder of Deeds
Date: 02/09/2010 11:24 AM Pg: 1 of 5

Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT

(Document Title)

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E	<u>4</u>
INT	<u>57</u>

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(ABOVE SPACE FOR RECORDING INFORMATION)

 THIS INSTRUMENT PREPARED BY: Inland Bank and Trust (Loan No. 80566)
 AFTER RECORDING MAIL TO: *Ken Swicki*
 Inland Bank and Trust
 2805 Butterfield Road Suite 200
 Oak Brook, IL 60523

SUBORDINATION AGREEMENT

This Subordination Agreement dated as of the 15th day of December, 2009, is made by Inland Bank and Trust, formerly known as Cambridge Bank, an Illinois banking corporation, ("Junior Creditor") in favor of Carnegie Mortgage LLC ("Senior Creditor").

WHEREAS, Junior Creditor is the holder of a Mortgage dated May 29, 2003 recorded February 17, 2004 as Document Number 0404842160 (together with all related documents and filings, as amended, waived, modified, renewed or restated), on property (the "Premises") commonly known as 6734 Beckwith Road, Morton Grove, IL 60053

WHEREAS, the Premises is the following described property located in the County of Cook, State of Illinois, to wit:

SEE ATTACHED EXHIBIT "A"

Permanent Tax No. 10-18-203-033-0000
Commonly Known As: 6734 Beckwith Road, Morton Grove, IL 60053

WHEREAS, Owner is about to execute and deliver to the Senior Creditor a Mortgage (the "Senior Mortgage") to secure repayment of a Note in the principal sum of \$219,300.00 together with interest accruing thereon as more fully provided in the Note (all debt now or hereafter secured by the Senior Mortgage is hereinafter referred to as the "Senior Debt"), *Recorded on 02/09/10*

WHEREAS, the Senior Creditor has *AS Doc. No. 1004-017015* refused to accept said Senior Mortgage and extend the Senior Debt unless the Mortgage is subordinated to the Senior Mortgage, as hereinafter provided, and unless the Senior Mortgage constitutes a valid first lien against the premises;

WHEREAS, to induce the Senior Creditor to extend the Senior Debt, the Junior Creditor is willing to execute this Agreement.

NOW, THEREFORE, the Junior Creditor agrees as follows:

UNOFFICIAL COPY**1. SUBORDINATION**

The Junior Creditor hereby expressly agrees that the Senior Mortgage, the liens created thereby, and the Senior Debt shall be senior and superior in priority to the Mortgage, the liens created thereby, and the Junior Debt, and hereby expressly subordinates the Mortgage, the liens created thereby, and the Junior Debt to the Senior Mortgage, the liens created thereby, and the Senior Debt with the limitation that the Junior Debt and Mortgage shall not be subordinate to advances increasing the Senior Debt (other than advances to protect the security of the Senior Debt, and related enforcement costs and attorneys' fees, if any, all provided in the Note and the Senior Mortgage). Such subordination shall apply notwithstanding that the Mortgage was accepted or executed prior to the Senior Mortgage.

2. RENEWALS, ETC.

No renewal, waiver, extension, amendment, modification or restatement of or with respect to the Senior Mortgage or the Senior Debt, and no delay or omission in the enforcement of payment of the Senior Debt or in the enforcement of the Senior Mortgage or this Subordination Agreement, shall in any manner impair or effect Senior Creditor's rights hereunder. The Junior Creditor waives notice of the creation, existence, amendment, waiver, restatement, extension and renewal of the Senior Debt and the Senior Mortgage.

3. MISCELLANEOUS

The Subordination Agreement (i) shall bind and inure to the benefit of the Senior Creditor, the Junior Creditor and their respective successors and assigns, (ii) shall be governed by the laws of Illinois, and (iii) may be executed in two or more counterparts, each of which shall be deemed an original but which shall constitute but one and the same instrument.

Inland Bank and Trust

BY: 

Carla J. Salerno, Vice President

Inland Bank and Trust

BY:  508

Thomas E. Lux, Senior Vice President

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STATE OF ILLINOIS
COUNTY OF Will

I, Carolyn S. Abner, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Carla J. Salerno, personally known to me to be the Vice President of Inland Bank and Trust, an Illinois Banking Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as officer, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of December, 2009.

My commission expires:



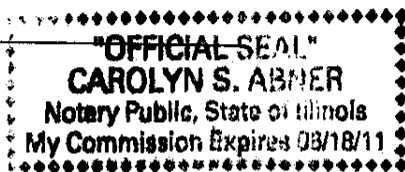
Carolyn S. Abner
(Notary Public)

STATE OF ILLINOIS
COUNTY OF Will

I, Carolyn S. Abner, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas E. Lux, personally known to me to be the Senior Vice President of Inland Bank and Trust, an Illinois Banking Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as officer, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15TH day of December, 2009.

My commission expires:



Carolyn S. Abner
(Notary Public)

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EXHIBIT "A"

ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT:

THAT PART OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTH EAST QUARTER OF SECTION 18, TOWNSHIP AND RANGE AFORESAID, WITH THE CENTER LINE OF BECKWITH ROAD; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH EAST QUARTER, 30.54 FEET TO A LINE 30.0 FEET NORTHERLY OF AND PARALLEL WITH THE AFORESAID CENTER LINE OF BECKWITH ROAD; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 336.73 FEET TO THE PLACE OF BEGINNING; CONTINUING THENCE NORTHEASTERLY ALONG SAID LINE PARALLEL WITH THE CENTER LINE OF BECKWITH ROAD, 131.79 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF BECKWITH ROAD, AFORESAID, 188.0 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE AFORESAID CENTER LINE OF BECKWITH ROAD, 131.79 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF AFORESAID BECKWITH ROAD, 188.0 FEET TO THE PLACE OF THE BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 6734 BECKWITH RD., MORTON GROVE, IL 60053.



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