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SUBORDINATION

OF MORTGAGE

AGREEMENT STEWART TITLE COMPANY 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 630-889-4000

1006212131 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 03/03/2010 11:03 AM Pg: 1 of 3

S1C 600013

DIN# 27.23 U.Y. 026-1017
This Agreement is by and between (the "Lender"), and First American
Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:
DAVID J M HAAS (collectively "Borrowe,") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$153,000.00 to be secured by a mortgage, trust deed or other security interes
from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):
Definitions. The following words shall have the following regainings when used in this Agreement. Terms not otherwise defined in
this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.
"FAB Lien" means that certain Mortgage affecting the Premises daird 01/16/2007 and recorded in COOK County, Illinois a
Document No. 0702308178, made by Borrower to FAB to secure an independence in the original principal amount of \$19,300.00.
"New Lien" means that certain Mortgage affecting the Premises dated 2/2/2010, made by Borrower to Lender to secure
certain Note in the principal amount of \$153,000.00, with interest at the rate of% per annum, payable in monthly installments
of \$ on the first day of every month beginning and cont nuing until on which date the
entire balance of principal and interest remaining unpaid shall be due and payable.
Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PR. WIDED, HOWEVER, THAT THIS
SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF
\$153,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIFT IS INCREASED BY A
SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS
SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUN'S IN EXCESS OF SAII
PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT
TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT. FIRST AMERICAN BANK WILL SUBORDINATE TO THE BALLOON TERM AND THE RESET OPTION OF THE BALLOON.
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Default By Borrower. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default
by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower. property. I bive creekment of Tinley parkic bound

Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial

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Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

<u>Successors</u>. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of January 06, 2010

FIRST AMERICAN BANK	[LENDER]
By: Name: Todd Vug)dy Title: Subordination Specialist Address: 80 Stratford Drive Bloomingdale, IL 601/8	By: Name: Title: Address:
STATE OF ILLINOIS)) SS.	
COUNTY OF DUPAGE)	

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Todd Vuglar personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Braik, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, January 06, 2010

Bed lot

OFFICIAL SEAL
BRANDON COTIE
Notary Public - State of Illinois
My Commission Expires Feb 06, 2011

Notary Public

THIS INSTRUMENT PREPARED BY: Todd Vuglar

Mail To:

FIRST AMERICAN BANK
Loan Operations
201 S. State Street
Hampshire IL 60140

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LEGAL DESCRIPTION

Unit 16160 together with its undivided percentage interest in the common elements in Westberry Village West Condominium, as delineated and defined in the Declaration recorded as document number 92572191, in the Northwest of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office