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Cook County Recorder of Deeds  
Date: 02/04/2013 03:40 PM Pg: 1 of 3

Pat Priestley  
First Eagle Bank  
1040 E. Lake St.  
Hanover Park, IL 60133

PRAISE TITLE  
6941 A. NORTH AVE.  
OAK PARK, IL 60302

## SUBORDINATION AGREEMENT

*111-50946 42*  
THIS SUBORDINATION AGREEMENT made this 6<sup>th</sup> day of December, 2012, by and between Rodger Lee Gardy, Jr. and Catherine A. Cook, husband and wife, as tenants by the entirety ("BORROWER"); FIRST EAGLE BANK ("MORTGAGEE") and Fifth Third Mortgage ("LENDER").

## WITNESSETH

WHEREAS, BORROWER is indebted to MORTGAGEE in the original principal amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) pursuant to that certain agreement that governs the home equity revolving line of credit known as 10 Year Eagle Equity ("Note") of Borrower dated February 5, 2008 executed by BORROWER, which indebtedness is secured by a certain Mortgage ("Mortgage") in favor of MORTGAGEE dated February 5, 2008, and recorded on February 21, 2008 as Doc. No 0805754040 in the Office of the Recorder of Cook County, Illinois, covering the following real property ("Property") described as follows:

THE WEST 50 FEET OF LOT 56 IN MANUS LAKE SHORE HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2004 THORNWOOD AVENUE, WILMETTE, IL 60091  
Permanent Tax I.D. No.: 05-28-304-027-0000

AND WHEREAS, LENDER has provided or is about to provide BORROWER with financial accommodation in the form of new credit or loan advances in the amount of FOUR HUNDRED EIGHT THOUSAND DOLLARS (\$408,000.00) subject to the condition that MORTGAGEE subordinates its Mortgage on the Property to the mortgage of Lender in the amount of \$408,000.00 and MORTGAGEE has agreed thereto.

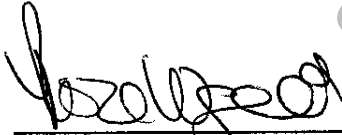
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**NOW, THEREFORE,** in consideration of the above terms and provisions, the parties agree as follows:

1. MORTGAGEE hereby consents and agrees that its Mortgage on the Property is and shall be subject and subordinate to the lien of the mortgage of Lender in the amount of \$408,000.00.
2. This Agreement shall be binding upon and insure to the benefit of the parties' respective successors and assigns.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year first written above.

**MORTGAGEE:**

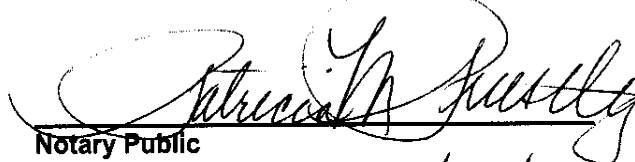


By: ROSE WAGEMAN  
EXECUTIVE VICE PRESIDENT

STATE OF ILLINOIS ) SS.  
COUNTY OF DUPAGE )

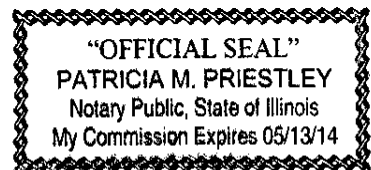
I, a Notary Public in and for the County and State listed above, DO HEREBY CERTIFY that Rose Wageman, Executive Vice President of First Eagle Bank personally appeared before me and acknowledged that she signed this document as her free and voluntary act and deed as well as that of the corporation she represents for the uses and purpose set forth therein.

SUBSCRIBED AND SWORN TO before me this 10 day of November, 2012.



Notary Public

My commission Expires: 5/13/14



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A POLICY ISSUING AGENT OF  
CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 1211-50766

## **SCHEDULE A** *(continued)*

### **LEGAL DESCRIPTION**

THE WEST 50 FEET OF LOT 56 IN MANUS LAKE SHORE HIGHLANDS, A SUBDIVISION IN THE  
SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-28-304-027-0000

COMMONLY KNOWN AS 2004 THORNWOOD AVENUE, Wilmette, IL 60091