

# UNOFFICIAL COPY

Doc# 2127046357 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/27/2021 02:16 PM Pg: 1 of 3

Prepared by: Mary Ellen Hanrahan

Forest Park National Bank & Trust Co.  
7348 W. Madison St.  
Forest Park, IL 60130

## SUBORDINATION OF LIEN AGREEMENT

(ILLINOIS)

This agreement, made this September 9, 2021 by Rosemarie Kubiak-Kirchner, a single woman, owner of the land hereinafter described and hereinafter referred to as "OWNER", and Forest Park National Bank & Trust Co., present holder of a mortgage and assignment of rents and hereafter described and hereinafter referred to as "MORTGAGEE":

THAT WHEREAS, Rosemarie Kubiak-Kirchner also known as Rosemarie K. Kirchner, OWNER, did execute a mortgage dated November 23, 2016, covering that certain real property described as follows:

SEE ATTACHED LEGAL DESCRIPTION "EXHIBIT A"

Commonly known as: 830 Dunlop Avenue, Forest Park, IL 60130  
Permanent Index Number: 15-13-302-019-0000 (Vol. 163)

**FIRST AMERICAN TITLE**  
**FILE # 3107343**

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to secure a Note in the original amount of \$18,000.00, with interest payable as therein provided, which mortgage was recorded as Document Number 1833833030 with the Official Recorder of Cook County, Illinois; and

WHEREAS, OWNER has executed, or is about to execute, a mortgage and note not to exceed the amount of \$342,000, in favor of Forest Park National Bank & Trust Co., Its Successors and/or Assigns as their interest may appear, hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein, which mortgage has yet to be recorded, and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage above mentioned shall unconditionally remain at all times, a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage and assignment of rents first above mentioned, and

WHEREAS, LENDER is willing to make said loan provided the mortgage securing the lien or charge upon the above described property remains prior and superior to the lien or charge of the mortgage and assignment of rents first above mentioned and provided that MORTGAGEE will specifically and unconditionally subordinate the lien or charge of the mortgage and assignment of rents first above mentioned to the lien or charge of the mortgage in favor of LENDER; and

WHEREAS, it is to the mutual benefit of the parties hereto that LENDER make such loan to OWNER; and MORTGAGEE is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage and assignment of rents first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce LENDER to make the loan above referred to, it is hereby declared, understood and agreed as follows:

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WHEREAS, LENDER is willing to make said loan provided the mortgage securing the lien or charge upon the above described property remains prior and superior to the lien or charge of the mortgage and assignment of rents first above mentioned and provided that MORTGAGEE will specifically and unconditionally subordinate the lien or charge of the mortgage and assignment of rents first above mentioned to the lien or charge of the mortgage in favor of LENDER; and

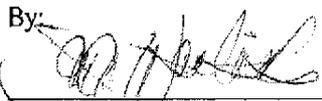
WHEREAS, it is to the mutual benefit of the parties hereto that LENDER make such loan to OWNER; and MORTGAGEE is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage and assignment of rents first above mentioned.

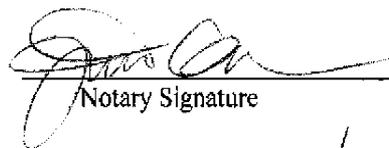
NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce LENDER to make the loan above referred to, it is hereby declared, understood and agreed as follows:

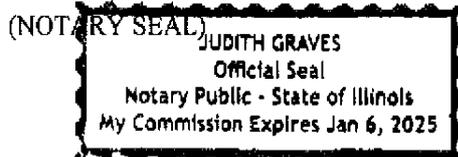
- (1.) That said mortgage securing said note in favor of LENDER, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage and assignment of rents first above described.
- (2.) That LENDER would not make its loan above described without this SUBORDINATION AGREEMENT.
- (3.) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage and assignment of rents first above mentioned to the lien or charge of the mortgage in favor of the LENDER above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage and assignment of rents first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.
- (4.) LENDER will notify MORTGAGEE in writing if an event of default exists, within ten days of the occurrence of the event.
- (5.) Payments on the note in favor of MORTGAGEE may be made so long as MORTGAGEE has not received a notice from the LENDER that an event of default exists.

In Witness Whereof, this instrument has been signed and sealed by the undersigned this 9<sup>th</sup> day of September, 2021.

Forest Park National Bank & Trust Co.

By:   
\_\_\_\_\_  
Officer/Title

  
\_\_\_\_\_  
Notary Signature



My commission expires: 1/6/2025

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## LEGAL DESCRIPTION

Legal Description: LOT SEVEN (7) IN DAVID GOWDY'S SUBDIVISION OF THAT PART OF BLOCK 5 IN JOS. K. DUNLOP'S SUB. OF THE WEST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) AND THAT PART OF THE EAST ONE THIRD (1/3) OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) LYING SOUTH EAST OF THE CENTER OF DES PLAINES AVENUE OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID BLOCK 5, AT A POINT 100 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 5, THENCE SOUTHERLY ON THE WEST LINE OF SAID BLOCK 5, 277.88 FEET TO THE SOUTH WEST CORNER THEREOF, THENCE EASTERLY ON THE SOUTH LINE OF SAID BLOCK 5, 376.04 FEET TO THE SOUTH EAST CORNER THEREOF, THENCE NORTHERLY ON THE EAST LINE OF SAID BLOCK 5, 188.95 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 5, TO A POINT 197.1 FEET WEST OF THE EAST LINE THEREOF, THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF SAID BLOCK 5, TO A POINT 100 FEET SOUTH OF THE NORTH LINE OF BLOCK 5, THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 5, 179.1 FEET, TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT OF SAID DAVID GOWDY'S SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 8, 1955, AS DOCUMENT NUMBER 1612353.

Permanent Index #'s: 15-13-302-019-0000 (Vol. 163)

Property Address: 830 Dunlop Ave., Forest Park, Illinois 60130

Property of Cook County Clerk's Office