# UNOFFICIAL, COPY 5 \$ \$74.96691

,* WHEREAS, Bank of Ravenswood Trust #25-5126 u/t/a dated 10/1/81
("Mortgagor"), by means of a Mortgage dated February 6 , 19 71 and
recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document
Number 21403964 , ("Prior Mortgage") did convey unto The First National Bank of
Chicago ("Prior Mortgagee") cartain premises in
Cook County, Illinois, described as follows:
Lot 177 in Koester and Zander's Sauganash Subdivision of parts of Lots 1 to 4 inclusive in Ogden and Jones Subdivision of Bronson's Tract in Caldwall Reserve in Section 3, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Tax 1.D. #13-03-314-015  OF DO  DEPT-01 RECURDING T#4949 TRAN 8988 04/14/87 07/4 #4860 # 10 #
(and commonly known as 5837 North Kilbourn, Chicago, Illinois 60646 ),
to secure a note for THIRTY SEVEN THOUSAND FIVE HUNDRED
AND NO/100 (\$ 37,500.00 ) Dollar with interest payable as therein provided, and further,
to secure future advances with interest thereon up to and including the amount of THIRTY SEVEN
THOUSAND FIVE HUNDRED AND NO/100(\$ 37,500.00 ) Dollars, and;
WHEREAS, the amount presently outstanding under sold note and Prior Mortgage is TWENTY OF
THOUSAND THREE HUNDRED FORTY EIGHT AND 67 100 (\$ 21,348.67 ) Dollars, and;
WHEREAS, the note and the right to make future advances secured by the Prior Mortgage first
described above are held by The First National Bank of Chicago
("Prior Mortgagee") as sole owner and not as agent for callection, pledgee, or in trust for any person,
firm or corporation; and
WHEREAS, on condition that said Mortgagor agrees to refrain from obtaining on fiture advances
pursuant to said Prior Mortgage, the Bank of Ravenswood, an Illinois Banking Corporation, ("Junior
Mortgagee") is about to extend and make credit available to Mortgagor in the amount of Eighty
Six Thousand and NO/100 (\$86,000.00) Dollars and as
security therefore, to receive and accept from Mortgagor a mortgage ("Junior Mortgage") encumbering
said premises hereinabove described, bearing date the 25th day of February , 19 87 ,
made by Bank of Ravenswood Trust #25-5126 u/t/a dated 10/1/81 to the Bonk of
Ravenswood to secure the payment of Eighty Six Thousand and NO/100
(\$ 86,000.00 ) Dollars plus interest and other amounts described in the Junior Mortgage, and;
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Wilekeas, Mortgagor expressly acknowledges that Junior Mortgagee would not extend the credit evidenced and secured the Junior Mortgage if it had not received this writing.

NOW THEREFORE, in consideration of the premises and to induce the Bank of Ravenswood to extend and make credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or into any other loan agreements or execute any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over Junior Mortgagee pursuant to and in accordance with the terms, conditions and provisions of Prior Mortgage.
- (b) That Junior Mortgage may notify Prior Mortgages of this agreement and the recordation hereof.
- (c) That in the event that Mortgago, breaches the terms, conditions and provisions herein set forth, Junior Mortgagee shall have in a right to accelerate and immediately declare due and payable any and all credit extended to Mortgagor evidenced and secured by, inter alia, the Junior Mortgage, and to take such steps as it does proper and appropriate and as may be granted to it under the Junior Mortgage and any two documentation executed in connection therewith as if an event of default thereunder had occurred except that further advances of funds made by Prior Mortgagee in order to protect its security interest in the above-described premises pursuant to and as authorized by the terms of the Prior Mortgage shall not constitute a breach hereof.
- (d) Wherever the singular appears herein, it shall also include the plural. the masculine, the feminine and neuter and vice versa.
- (e) This agreement shall be binding upon and inure to the benefit of the respective neits.

  Iegal representative, successors and assigns of the parties hereto.
- (f) This agreement shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Chief Lending Officer of the Bank of Ravenswood, which writing bears a date contemporaneous with or subsequent to this agreement and specifically states that it does so modify, amend, after or rescind, in whole or in part, this writing.

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THIS INSTRUMENT VICE FRANCED .

BANK THE FOR THE COGGO

1825 West 1. Indiana Coggo

WITNESS the hone of Buk of Revensy ood Trust #25-5126 u/t/a dated 10/1/81 7817 25 "day of 19 87. Bank of Ravenswood Trust #25-5126 u/t/a dated 10/1/81 Vice President Trust Officer State of Illinois 2 I the undersigned, JACQUELINE M. KNUTSON County of Cook a Notary Public in and for the sald County, in the state aforesald, MARTIN S. EDWARDS DO HEREBY CERTIFY, that Vice President of Bank of Ravenswood and John & Critich Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing as such Vice President and Assistant Trust Officer, respectively, appeared before me this day In person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said A<del>ssistant</del> Trust Office.'s own free and voluntary act and as the free and voluntary act of said Bark, as Trustee as aforesuld, for the uses and purposes therein set forth: Given under my hand and initarial Seal this 19 80 March (EQM) you conc. In Lucilian MY COMMISSION EXPIRES APRIL 2, 1990 Notary Public This Agreement is signed by BANK OF RAVENSWOOD and individually but sol-ly as frusted under a certain Trust Agreement known in to the 25.5126 tar at a 13andet Ravencool. 1825 W. Lowrence Ave. Chyp. J. 1. 60646

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