

UNOFFICIAL COPY

AGREEMENT

87196691

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") certain 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 Caldwell Reserve in Section 3, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. #13-03-314-015

DEPT-01 RECORDING \$13.25
T04444 TRAN 0908 09/19/87 09:48:00
#4880 # D # 87-196691
COOK COUNTY RECORDER

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7/1/85

(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) Dollars 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 said note and Prior Mortgage is TWENTY ONE 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 collection, pledgee, or in trust for any person, firm or corporation; and

WHEREAS, on condition that said Mortgagor agrees to refrain from obtaining any future 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 Bank 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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WHEREAS, 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 Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.

(c) That in the event that Mortgagor breaches the terms, conditions and provisions herein set forth, Junior Mortgagee shall have the 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 deems proper and appropriate and as may be granted to it under the Junior Mortgage and any loan 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 heirs, legal 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, alter or rescind, in whole or in part, this writing.

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THIS INSTRUMENT WAS PREPARED BY
NANCY MENDOZA
BANK OF AMERICA
1825 West Loop West Avenue
Chicago, Illinois 60640

