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THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

CONTINENTAL BANK N. A.

231 South LaSalle Street - 10th Fl.

Chicago, Illinois 60697

Attn: Joan M. Lambert

13.00

B14333

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION AGREEMENT is made this 21st. day of June, 1989, by Continental Bank N. A. ("CBNA").

WHEREAS, Richard H. Cooper and Lana S. Cooper, his wife

("Borrower") has executed and delivered to Continental Bank N. A. formerly known as Continental Ill. National Bk & Tr. Co. of Chgo ("Lender") a Mortgage dated April 19, 1988 and recorded in the Recorder's Office of Cook County, Illinois, as Document No. 88172637 conveying an interest in the premises legally described as:

SEE ATTACHED LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 JUN 28 AM 11:35

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Commonly known as: 79 Woodley Road; Winnetka, Illinois 60093

P.T.N.: 05-29-102-076-0000 and 05-29-102-087-0000

to secure a Note for One hundred thousand and 00/100----- (\$ 100,000.00) with interest payable as provided in the Note;

WHEREAS, Borrower desires to refinance the remaining balance on the Note and Mortgage to Lender and for that purpose has executed and delivered a mortgage to Continental Bank N. A. ("Refinancing Lender") dated June 21, 1989 and recorded on _____ as Document No. _____ to secure repayment of a Note for Two million two hundred twenty-five Thousand and 00/100----- (\$ 2,250,000.00) with interest payable as provided in the Note, and

WHEREAS, CBNA has some right, interest and claim in and to said premises by reason of a Mortgage made by Borrower to CBNA, dated April 19, 1988 and recorded on April 26, 1988 as Document No. 88172637 to secure payment of an Equity Line Agreement with a credit limit of One hundred thousand and 00/100----- (\$ 100,000.00) but is willing, provided that Refinancing Lender represents as provided in the next WHEREAS clause, to subject and subordinate said right, interest and claim to the lien of the above-described mortgage to Refinancing Lender.

WHEREAS, Refinancing Lender represents to CBNA that such Note is not an open end Note and that Refinancing Lender does not contemplate making additional advances under the Note, other than as may be necessary to protect mortgage.

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Property of Cook County Clerk's Office

10/1/2011

NOW THEREFORE, CBNA in consideration of the premises and the sum of ONE DOLLAR (\$1.00) paid to CBNA, receipt of which is hereby acknowledged; does hereby covenant and agree with Lender, that the right, interest and claim of CBNA is and shall be and remain at all times subject and subordinate to the lien of the mortgage to Refinancing Lender to the extent of \$100,000.00, for all necessary advances made or to be made under the provisions of said mortgage or on the Note secured thereby and for all of the purposes specified therein.

THIS AGREEMENT is signed this 21st day of June, 1989.

CONTINENTAL BANK N. A.

By: [Signature]

ATTEST:

[Signature]

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Jean M. Lamberth a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lawrence A. Stawick and James M. Shough, personally known to me to be the Vice-President of Continental Bank N. A., and Private Banking Officer of Continental Bank of said Corporation, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Lawrence A. Stawick Vice-President and James M. Shough-Private Banking Officer of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of June, A.D. 1989.

[Signature]
Notary Public

My Commission Expires:

OFFICIAL SEAL
JEAN M. LAMBERTH
Notary Public, State of Illinois
My Commission Expires 11/3/91

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Legal rider attached hereto and made a part hereof that certain subordination of mortgage dated June 21, 1989 for borrowers Richard H. Cooper and Lana S. Cooper his wife.

PARCEL 1:

THE SOUTH 68.0 FEET OF THE WEST 200.0 FEET OF LOT 5, TOGETHER WITH THE WEST 200.0 FEET OF LOT 7 IN NERGARD'S SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1917 IN BOOK 152 OF PLATS ON PAGE 2, AS DOCUMENT NUMBER 6150238, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF THE WEST 200.0 FEET OF LOT 14 AND ALL THAT PART OF THE WEST 200.0 FEET OF LOT 15 IN BERNARD KLOEFFERS RESUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JANUARY 4, 1888 AS DOCUMENT NUMBER 910649, LYING EAST OF THE WEST LINE OF SAID LOT 5 IN SAID NERGARD SUBDIVISION EXTENDED SOUTH AND LYING NORTH OF A LINE 167.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 14 IN SAID BERNARD KLOEFFERS RESUBDIVISION, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM THE NORTHERN TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE TO EDWARD ANDERSON DATED APRIL 5, 1930 AND RECORDED APRIL 29, 1930 AS DOCUMENT NUMBER 10548169, AND BY THE DEED FROM RICHARD BERSEE HART AND HELEN BUEHLER HART, HIS WIFE TO CLARENCE A. HENPHILL DATED JUNE 27, 1963 AND RECORDED JUNE 28, 1963 AS DOCUMENT NUMBER 18839385, AND BY DECLARATION AND GRANT OF EASEMENTS MADE BY THE 1ST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1963 AND KNOWN AS TRUST NUMBER 59261, RICHARD BERSEE HART AND HELEN BUEHLER HART, HIS WIFE, DATED MARCH 13, 1964 AND RECORDED APRIL 2, 1964 AS DOCUMENT NUMBER 19089376, AS AMENDED AND SUPPLEMENTED BY INSTRUMENT MADE BY THE 1ST NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1963 KNOWN AS TRUST NUMBER 59261, RICHARD BERSEE HART AND HELEN BUEHLER HART, HIS WIFE, AND JOHN IRVING SHAW, DATED MAY 25, 1964 AND RECORDED JUNE 5, 1964 AS DOCUMENT NUMBER 19148042 FOR INGRESS AND EGRESS (SAID EASEMENT BEING OF VARYING WIDTHS AS SHOWN ON SAID PLAT RECORDED AS DOCUMENT NUMBER 19189775, AS AMENDED AND SUPPLEMENTED AS DOCUMENT NUMBER 19148042, OVER AND ACROSS LOTS 3, 5, 6, AND 7 IN NERGARD'S SUBDIVISION AND LOT 11 IN BERNARD KLOEFFER'S RESUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE OF WHICH IS DEFINED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOCUST ROAD (BEING 30 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, 16.5 FEET SOUTH OF THE NORTH LINE OF LOT 7 IN NERGARD'S SUBDIVISION AND RUNNING THENCE WEST PARALLEL WITH SAID NORTH LINE 406.04 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE HAVING A RADIUS OF 100 FEET CONVEX SOUTHWESTERLY 127.84 FEET AS MEASURED NORTH 50 DEGREES 16 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 10 DEGREES 32 MINUTES WEST ALONG A STRAIGHT LINE, 96.81 FEET TO A POINT OF CURVE; THENCE NORTHERLY AND WESTERLY ALONG A CURVED LINE HAVING A RADIUS OF 190 FEET, CONVEX NORTHEASTERLY 238.08 FEET AS MEASURED NORTH 55 DEGREES 32 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 28 MINUTES WEST ALONG A STRAIGHT LINE 474.31 FEET TO A POINT OF CURVE; THENCE WESTERLY AND NORTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 127 FEET, CONVEX SOUTHWESTERLY 233.0 FEET AS MEASURED NORTH 33 DEGREES 59 1/2 MINUTES WEST ALONG THE CHORD OF SAID CURVE TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 183.71 FEET CONVEX EASTERLY 103.74 FEET AS MEASURED NORTH 16 DEGREES 09 MINUTES EAST ALONG THE CHORD OF SAID CURVE TO A POINT OF TANGENCY IN THE SOUTH LINE OF THE NORTH 35 FEET OF THAT PART OF LOT 11 IN BERNARD KLOEFFER'S RESUBDIVISION LYING SOUTH OF THE NORTH LINE OF LOT 6 IN NERGARD'S SUBDIVISION EXTENDED WEST, SAID POINT OF TANGENCY BEING 16.515 FEET WEST OF THE EAST LINE OF LOT 3 IN NERGARD'S SUBDIVISION EXTENDED SOUTH, AND THENCE NORTH ALONG A LINE 16.515 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3 IN NERGARD'S SUBDIVISION AND SAID LINE EXTENDED SOUTH, 318.14 FEET MORE OR LESS TO THE CENTER LINE OF AN INTERSECTING ROADWAY RUNNING NORTH EAST AND SOUTH WEST, AND ALSO THAT PART OF A PRIVATE ROADWAY THE CENTER LINE OF WHICH IS DESCRIBED AS BEGINNING ON THE WEST LINE OF SAID LOT 5 IN NERGARD'S SUBDIVISION AFORESAID, 68.0 FEET NORTH OF THE SOUTH WEST CORNER THEREOF AND RUNNING THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 68.0 FEET OF SAID LOT 5, 200.0 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE RADIAL LINE EXTENDED TO THE 127.0 FOOT RADIUS OF SUCH PRIVATE ROADWAY, HEREINBEFORE DESCRIBED, 83.03 FEET TO THE CENTER LINE OF SAID PRIVATE ROADWAY (EXCEPT THAT PART THEREOF FALLING IN PARCELS 1 AND 2), ALL IN COOK COUNTY, ILLINOIS.

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