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SUBORDINATION AGREEMENT

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THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois this 24th day of August, 1992 by The First National Bank of Chicago, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois ("Bank").

Witnesseth

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WHEREAS, the Bank is the owner of a mortgage dated January 6, 1988 and recorded January 14, 1988 among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as document number 88-022196 made by Chicago Title & Trust Co., as Trustee, U/T/A dated October 20, 1982* ("Borrowers"), to secure an indebtedness of \$100,000.00 ("Mortgage"); and *and known as Trust Number 10B2746

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 799 Lincoln Avenue -- Winnetka, IL 60093 and more specifically described as follows:
Lot 20 and Lot 19 (except the South 19 feet thereof) in Block 8 in Winnetka Park Bluff's Subdivision by William H Cairnduff of part of Sections 16, 17, and 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #05-17-407-019; and

WHEREAS, Flant Mortgage Corporation ("Mortgagee") has refused to make a loan to the Borrowers of \$200,000.00, except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee make the loan to Borrowers, it is hereby mutually agreed, as follows:

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1. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated 8/28/92 reflecting and securing the loan made by Mortgagee to Borrowers, in the amount of Two Hundred Thousand and No/100**** Dollars, and to all renewals, extensions or replacements of said Mortgagee's mortgage; and
2. That this Agreement shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns.

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