### SUBORDINATION AGREEMENT - MORTGAGE

TO: WM. BLOCK & CO., INC

92757821

Please be informed that R. JEFFREY MORRISON AND DEBORAH H. MORRISON, Fir Wife as Joint Tenants, hereinafter referred to as "Mortgagors", have entered into a Mortgage dated April 22, 1992, and are now indebted to LaSalle Bank Worthbrook, hereinafter referred to as "Mortgagees". Said Mortgage was recorded April 29, 1992, as Document No. \$2289428 with the Cook County Recorder of Deeds. The principal amount of \$50,000.00 plus interest thereon is due pursuant to the "erms of the Mortgage and is hereinafter referred to as "Subordinated Debt". The Subordinated Debt is entirely free of other assignments, encumbrances or subordinations.

For and in consideration of any existing indebtedness or other liability of the Mortgagors to TM. BLOCK & CO., INC. and in order to induce WM. BLOCK & CO., INC. acting in its discretion in each instance, to make loans or otherwise to give, grant or extend credit any time or times to the Mortgagors, the undersigned hereby agree:

1. To Subordinate all their interest and right and the payment by the Mortgagors of the Subordinate Lebt, as set forth in the Subordinate Debt documentation described above, together with any and all interest accrued or to accrue therein, to the payment of the following indebtedness, for which the Mortgagors may now or hereinafter by under obligation to WM. BLOCK & CO., INC., where the proceeds of any loan made by said WM. BLOCK & CO., INC. is used to purchase any property, refinance any existing loan, for the construction of any improvement on the property, or for any other purpose. The term, amount and rate of interest for said loan from WM. BLOCK & CO., INC. to Mortgagor for which the Mortgagors shall subordinate all their right, interest and indebtedness are as follows:

DEPT-01 RECORDING \$27.50 745555 TRAN 7940 10/13/92 10:17:00 \$2630 \$ E \$-92-757821

COOK LOUNTY RECORDER

Loan Number:

Loan Date: COMMITMENT DATE 9/10/92

Principal Amount: \$130,000.00 + \*\*\*\*\*\* 600 No \_\_\_\_\_ 92757820

Term: 15 YEAR FIXED

2950

92757821

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LaSalle Bank Northbrook JOFFICIAL COPY
LASALLE BANKS

1200 Sharmer Boad 2. ASSO: To Subordinate all their right and interest in the Northern Proceedings of the ASSO: To Subordinate all their right and interest in the (700) 272 200 Collowing described property to any interest or right of WM. BLOCK & CO., INC. to wit:

### LEGAL DESCRIPTION

LOT 3 IN CLARENCE BLIETZ' SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 8, 1964, AS DOCUMENT NUMBER 2159338.

PIN #: 04-09-304-018

COMMONLY KNOWN AS: 2515 MAPLE AVENUE

NORTHBROOK, ILLINOIS 60062

- 3. Not to ask, demand, sue for, take of receive all or any part of the Subordinated Debt, or any interest thereon, unless or until any and all indebtedness of the Mortgagor to WM. BLOCK & CO., IMC., whether now existing or hereafter arising, shall have been fully paid and discharged.
- 4. That in the event a default is declared by WA. BLOCK & CO., INC.

  in regard to any indebtedness ewed to WM. BLOCK & CO., INC.

  by Mortgagors, that Mortgagee hereby assigns to WM. BLOCK & CO., INC. all Mortgagee's right, title and interest in and to all proceeds due from the Mortgagors pursuant to the terms of the Subordinated Debt documentation. Mortgagors upon request by WM. BLOCK & CO., INC.

  will thereafter make all payments due under said Mortgage directly to WM. BLOCK & CO., INC.
- 5. That, if any payment(s) is (are) made on account of the Subordinated Debt, contrary to the terms of this agreement, each and every amount so paid will be forthwith paid to you to be credited and applied in your discretion upon any indebtedness (principal and/or interest, as you may elect).

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# LeSalie Bank Northbrook JOFFICIAL COPY LASALLE BANKS

1200 Shermer Road Northbrook, thatis 60062-4592

- from the Mortgagors any loans, advances, or extensions of credit and not to cause or induce the Mortgagors to acquire any notes; receivables or other obligations as to which the undersigned is the obligor, unless and until any and all indebtedness of the Mortgagors to you, whether now existing or hereafter arising, shall have been fully paid and discharged.
  - That, upon any distribution of the assets or readjustment reason indebtedness of the Mortgagors, whether by reorganization, liquidation, dissolution, bankruptcy, receivership, assignment for the benefit or creditors, or any other action or proceeding involving the readjustment of all or any of the Subordinates Debt, or the application of assets of the Mortgagors to the payment or liquidation thereof, either in whole or in part, you shall be entitled to receive payment in full of any and all indebtedness them owing to you by the Mortgagors prior to the payment of all or any of the Subordinated Debt, and in order to enable you to assert and enforce your rights hereunder in any such action or proceeding, or upon the happening of any such event, you are hereby irrevocably authorized and empowered, in discretion, to make and present, for and on behalf of undersigned, such proofs of claims against the Mortgagors on advisable, and to receive and collect any and all dividends or other payments or disbursements made thereon, and to apply same on account of any indebtedness (principal and/or interest, as you may elect) owing to you by the Mortgagois.
  - 8. To execute and deliver to you such assignment(s) or other instrument(s) as may be requested by you in order to enable you to enforce your rights hereunder and to collect any and all dividends or other payments or disbursements which may be made at any time on account of all or any of the Subordinated boot so long as this agreement remains in effect;
  - 9. Not to transfer, assign, encumber or subordinate at any time while this agreement remains in effect, any right, claim or interest of any kind in or to any of the Subordinated Debc, either principal or interest, unless such is done expressly subject to the terms and provisions of this agreement, and that if all or any of the Subordinated Debt is evidenced by any note or other negotiable instrument there shall be promptly placed thereon a legend reciting that same is subject to this agreement; and
  - 10. That you may at any time in your discretion renew or extend the time of payment of all or any existing or future indebtedness or obligations of the Mortgagors to you and/or waive any rights or release any collateral relative thereto any time and in reference thereto to make and enter into such agreement(s) as to you which may seem proper or desirable, without notice to or further assent of the undersigned, all without in any manner impairing or affecting this agreement or any of your rights hereunder.

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1200 Shormer Holid

Northarcok, Illinois 60062-4592

This is a continuing agreement and shall remain in full force (708) 272-2000 and effect and be binding upon the undersigned, and the heirs, legal representatives, successors or assigns of the undersigned, until receipt by you of written notice from the undersigned, or from any legal representative, successor or assign of the undersigned, to the effect that it has been terminated or revoked, it being understood that any such notice shall be effective only with respect to any indebtedness or obligations of the Land Trustee incurred to you after the receipt of such notice by you.

This agreement shall be deemed to be made under and shall be governed by the laws of the State of Illinois in all respects, including matters of construction, validity and performance, and it is understood and further agreed that none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf.

IN WITNESS WHERPOF, this instrument has been duly signed this day of September, 1992.

**MORTGAGORS** 

MORTGAGEE:

MORRISON

LaSalle Bank Northbrook

DEBORAH H. MORRISON

DANIEL M. BARRON

ASSISTANT WICE PRESIDENT

James H. Nolan

RETAIL LENDING OFFICER

ACCEPTED:

WM. BLOCK & CO.,

Property of Cook County Clerk's Offic

**(708**) 277-2000

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. JEFFREY MORRISON AND DEBCRAH H. MORRISON, His Wife as Joint Tenants are personally known to me to be their same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this  $24^{+}$  day of September, 1932.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

"OFFICIAL SEAL"

Kathy Moran

Notary Public, State of Illinois

My Commission Expires 9/22/93

MORTGAGER'S NOTARY

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LANIEL M. BARRON and JAMES H. NOLAN are personally known to me to be the Asst. Vice Pres. and Officer of the LaSalle Bank Northbrook that they subscribed to their names to the foregoing instrument, appeared before me this day in person and acknowledged that they are authorized as Trustees to execute this instrument and that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forch.

Given under my hand and official seal, this 18th day of September, 1992.

NOTARY PUBLIC

MY COMMISSION EXERES:

MARY K. REGULA

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/1/96

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO?

LASALLE BANK NORTHBROOD:

1200 SHERMER ROAD

NORTHBROOK, ILLINOIS 60062

ATTN: MARY K. REGULA

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