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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made in the City of Elk Grove Vill State of Illinois this 8th day of October, 1992 by First Colonial Bank of Grove, a 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 Elk Grove Village County of Cook and State of Illinois ("Bank").

Witnesseth

WHEREAS, the Bank is the owner of a mortgage dated August 13, 1988 and recorded August 26, 1988 among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as document number 88388911 made by Richard J. Maddaleni and Victoria A. Maddaleni, his wife ("Borrowers"), to secure an indebtedness of \$20,000.00 ("Mortgage"); and

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 864 Debra Lane, Elk Grove Village, Illinois and more specifically described as follows:

Lot 96 in Parkview Heights Subdivision, being a Subdivision in the Northeast 1/4 of Section 36, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded April 12, 1978 as Document 24599728, in Cook County, Illinois.

WHEREAS, AVENUE BANK OF CAK PARK ("Mortgagee") has refused to make a loan to the Borrowers of \$80,000.00 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:

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 Oct. 13, 1992 reflecting and securing the loan made by Mortgagee to Borrowers, in the amount of Eighty Thousand and No/100 Dollars (\$80,000.00), 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.

COOK COUNTY, ILLINOIS
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PHILLIPPA HESKETH

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, PHILLIPPA HESKETH, Plaintiff, vs. [illegible] Defendant.

Case No. [illegible]

Comes now the Plaintiff, PHILLIPPA HESKETH, and moves for summary judgment on the basis of the facts and circumstances set forth in the attached declaration and supporting documents.

The Plaintiff alleges that the Defendant has breached the terms of the [illegible] agreement, and that the Plaintiff is entitled to summary judgment on the basis of the facts and circumstances set forth in the attached declaration and supporting documents.

The Plaintiff requests that the Court grant summary judgment in her favor and award her the relief sought in the attached declaration and supporting documents.

The Plaintiff certifies that she has searched the records of the County of Los Angeles and has not found any other records that are relevant to the facts and circumstances set forth in the attached declaration and supporting documents.

The Plaintiff certifies that she has searched the records of the County of Los Angeles and has not found any other records that are relevant to the facts and circumstances set forth in the attached declaration and supporting documents.

The Plaintiff certifies that she has searched the records of the County of Los Angeles and has not found any other records that are relevant to the facts and circumstances set forth in the attached declaration and supporting documents.

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IN WITNESS WHEREOF, this Subordination Agreement has been executed by the Bank on the date first above written.

By: Lawrence G. Passo
Lawrence G. Passo, Assistant Vice President
type name and title

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Lawrence G. Passo of First Colonial Bank of Elk Grove personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the "Bank", for the uses and purposes there in set forth.

Given under my hand and official seal, this 8th day of October, 19 92.



Joyce Fir
Notary Public

Commission expires: 5-11-93

THIS DOCUMENT PREPARED BY:
Joyce Cook
1100 W. Devon Avenue
Elk Grove Village, IL 60007

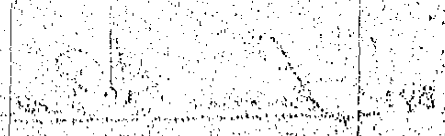
AFTER RECORDING RETURN TO:
AVENUE BANK OF OAK PARK
104 NORTH OAK PARK AVENUE
OAK PARK, ILLINOIS 60301

BOX 333

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