UNDEFFICIAL COPY

THIS AGREFMENT, made this "th day of <u>becomber</u>", 1991, by GEORGE M. SILFUGARIAN and MARION C.. KOCH, his wife, owners of the land hereinafter described and hereinafter referred to as "Borrower," and First American Bank, present owner and holder of a certain note and mortgage hereinafter described and referred to as "Londer";

WHEREAS, Borrower is presently indebted to Lender under the terms of a note dated June 17, 1991, in the amount of \$49,900.00 secured by mortgage or Trust Deed and recorded June 20, 1991, as document number 91298573 and,

WHEREAS, Porrower has requested that Lender subordinate its said security to a new loan made by Principal Mutual Life Insurance Company, an lowa Corporation, in the face amount of Eighty Five Thousand and no/100 Dollars \$85,000.00 ("New Loan") and;

WHEREAS, Borrower and Lendar agree that it is in their mutual best interests

to so subordinate Lender's security under the terms and provisions herein con. 147777 TRAH 2665 01/07/92 13:06:00
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. CODK COUNTY RECORDER

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to further make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1. Buyer, being first duly sworn, on oath says, and also covenants with and warrants to Lender:
 - a) That Affiant has an interest in the premises described below:

THE NORTH 1/2 OF LOT 3 IN BLOCK 7 IN RIVERSIDE FIRST DIVISION IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, AND SECTIONS 35 AND 36 TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

b) That no labor or material has been furnished for the premises within the last four months that is not fully paid for.

ully paid for.

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- c) That since the title date of October 24, 1991, in the report title issued by InterCounty Title Company has not done or suffered to be done anything that could in any way affect the title to the premises, and no proceedings have been filed by or against the Borrower, nor has any judgment or decree been rendered against the Borrower, nor has any judgment or decree been rendered against the Borrower, nor has any judgment or decree been rendered against the Borrower, nor is there any judgment note or other instrument that can result in a judgment or decree against the Affiant within five days from the date hereof.
- d) That all condominium assessments and fees, if applicable, have been paid.
- 2. Borrower agrees to pay all of Seller's costs for preparation, execution and recording of the Subordination Agreement, including but not limited to attorneys fees, document preparation fees and recording fees.
- 3. Buyer agrees to supply Lenour with a copy of the new title insurance policy to be issued at the time of the New Loan at Buyer's sole expanse, which shall confirm that Lender's mortgages shall be superseded in priority solely by the New Loan and none other.

George M. Silfugarian

SUBSCRIBED AND SWORN

before me this _ 5 /2

day of Meanuter

NOTARY PUBLIC

" OFFICIAL SEAL "
OHRISTOPHER P. GILLIGAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/3/92

MDS/39:sub3.agr

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Marion C- Koch

Accepted by First American Sank

MATL TO:

SILFUGARIAN 157 BARRYPOINT ROAD RIVERSIDE, 1L 60546