



# UNOFFICIAL COPY

18-20-409-016

92142421

LOT 16 IN BLOCK 1 IN CANTIGNY MANOR SUBDIVISION BEING A SUBDIVISION  
OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 64.55 ACRES  
THEREOF AND EXCEPT THAT PART CONVEYED FOR 71ST STREET AND EXCEPT  
THE WEST 33 FEET OF SAID SOUTHEAST 1/4 AND EXCEPT THE EAST 100 FEET  
OF THE WEST 133 FEET OF THE NORTH 100 FEET OF SAID SOUTHEAST 1/4 IN  
COOK COUNTY, ILLINOIS.

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(b) The New Mortgagee further agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the debt secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee shall not exercise any such right until (i) it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns, and (ii) Existing Mortgagee, or its successors or assigns, shall, following the giving of such notice, have failed with reasonable diligence to remedy such act or omission.

(c) The New Mortgagee further agrees that from and after the date hereof, it shall deliver to Existing Mortgagee or its successors or assigns a copy of any notice or statement given by New Mortgagee to the owner under the New Mortgage at the same time such notice or statement is delivered to the owner.

6. No declaration, demand, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

6. All notices, demands and requests allowed or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgagee to Existing Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

Suburban Bank of West Branch and  
10500 W. Germant Road  
Westchester, IL 60154

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

7. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

8. This Agreement shall be governed by the laws of the State of Illinois.

IT WITNESSETH that the Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

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EXISTING MORTGAGEE  
Suburban Bank of West Branch  
10500 W. Germant Road  
Westchester, IL 60154

PREFERRED MORTGAGE ASSOCIATES, LTD  
3140 FINLEY RD SUITE 404  
DOWNERS GROVE, IL 60515

By: *[Signature]*  
Roger D. Soyler

*[Signature]*  
PRESIDENT  
Attest: *[Signature]*  
VICE PRESIDENT

ATTORNEY:

OWNER:

*[Signature]*  
Thomas M. Toton  
*[Signature]*  
Stacy Ann Toton

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