#### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois this 14th day of July, 1995 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**

WHEREAS The Bank is the owner of a mortgage dated December 29, 1992 and racorded January 14, 1993 among the land records in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 93-036462 made by Jose Capistran, A Bachelor ("Borrowers") to secure an indebtedness of \$ 5,000.00 ("Mortgage"); and

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 5711 S. Sacramento Stree, 2nd Floor -- Chicago, IL 60629 and note specifically described as follows:

## SEF ATTACHED RIDER

PIN#19-13-120-004, Vol 388; and

WHEREAS, Liberty National Mortgage Corporation, its successors &/or assigns ("Mortgagee") has refused to make a loan to the Borrowers of \$ 62,100.00, 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 hareto 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 to make the loan to Eorrowers, it is hereby mutually agreed, as follows:

- I. 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 reflecting and securing the loan made by Mortgagee to Borrowers, in the amount of Sixty-two Thousand One Hundred and no/100 Dollars, and to all renewals, extensions or replacements of said mortgage; and
- II. That this Agreement shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns.

**GEJ** 

COOK COUSTY, ILLINOIS FILED FOR RECORD

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### LEGAL DESCRIPTION

The South 10 feet of Lot 21 and all of Lot 20 (except the South 5 feet) in Gorham's Subdivision of the North Half of the West 1/2 in Block 2 in Mahan's Subdivision of the South 1/2 of the Northwest 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Proporty of Cook County Clark's Office REF: CAPISTRAN

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# **UNOFFICIAL COPY**

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

THE FIRST NATIONAL BANK OF CHICAGO

Bv:

Paul Szálko, Assistant Vice President

STATE OF ILLINOIS)

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COUNTY OF COOK

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Stalko, Assistant Vice President of THE FIRST NATIONAL BANK OF CHICAGO, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 therein set forth.

Given under my hand and official seal, this 15 day of July, 1993.

"OFFICIAUSEAL"

Eleanore Kubicki

Notary Public, State of Illinois

My Commission Expires 9.

Notary Public & home tubul

Commission Expires:

9-35-95

THIS INSTRUMENT PREPARED BY: Law Department The First National Bank of Chicago One First National Plaza Mail Suite 0120 Chicago, Illinois 60670 AFTER RECOMDING RETURN TO: Equity Creat Center The First Nacional Bank of Chicago One First National Plaza Mail Suite 0482 Chicago, Illinois 63670