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COOK COUNTY ILLINOIS
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SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of November, 1993, by and between **Thomas W. Heyck and Denis Lynn Heyck**, his wife, hereinafter collectively referred to as "**Heyck**", and **Citicorp Mortgage, Inc.**, hereinafter referred to as "**Citicorp**."

WHEREAS, **Heyck** owns certain real property commonly known as 2124 Grant Street, Evanston, Illinois, and more particularly described as follows:

Lot 8 in Block 3 in Robert Common's Subdivision of the North 21 acres of the Southeast 1/4 of the southwest 1/4 of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

10-12-312-002
and,

WHEREAS, **Heyck** has placed a certain mortgage on said property, which mortgage secures a home equity line of credit and which mortgage is to **Citicorp** and is dated October 5, 1988, in the amount of \$10,000 and was recorded on October 13, 1988, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 88-471177, and

WHEREAS, **Heyck** wishes to place an additional mortgage against the real property described above.

NOW, THEREFORE, in consideration of the promises herein contained, the parties do agree as follows:

1. **NEW MORTGAGE.** **Citicorp** acknowledges that **Heyck** intends to place a mortgage of record against the real property commonly known as 2124 Grant Street, Evanston, Illinois. Such mortgage will be in the amount of \$100,000 to Meridian Mortgage Corporation, its successors or assigns. Such mortgage will be recorded with the office of the Cook County Recorder of Deeds at some time after November 17, 1993.
2. **REDUCTION OF BALANCE.** After November 17, 1993, **Heyck** will pay to **Citicorp** an amount sufficient to reduce the balance owed on the home equity line of credit to zero.
3. **SUBORDINATION.** After the balance owed has been reduced to zero in accordance with paragraph 2 hereof, **Citicorp** agrees that despite having been entered into and recorded prior to the mortgage identified in paragraph one hereof, that the mortgage to **Citicorp** shall at all times be subordinate and junior to the mortgage identified in paragraph 1 hereof.

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4. GENERAL PROVISIONS.

- a. The waiver of a breach of any provision of this agreement by either party shall not operate or be construed as a waiver of any subsequent breach by any party.
- b. The rights and obligations of the parties under this contract shall inure to the benefit of and shall be binding upon their successors and assigns.
- c. Any notices required under this agreement shall be sent by certified mail to the last known addresses of the parties.
- d. This agreement may be amended by the parties hereto by agreement in writing. This document contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- e. This agreement shall be interpreted, construed, and governed according to the laws of the State of Illinois.
- f. If any paragraph or subparagraph of this agreement is held to be invalid, such holding of invalidity shall not effect the validity of the other paragraphs not held invalid.

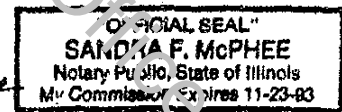
Signed this 17th day of November, 1993.

Thomas W. Heyck
Thomas W. Heyck

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 17th DAY OF NOVEMBER,
1993

Denis Lynn Heyck
Denis Lynn Heyck

Sandra F. McPhee



Citicorp Mortgage, Inc.

By: Allan D. Hamilton
President
Allan D. Hamilton Vice President

Attest: Kathy Keith
Secretary
Kathy Keith Asst. Secretary

PREPARED BY AND MAILED TO:
SANDRA FERGUSON MCPHEE
825 GREEN BAY RD. #270
WILMETTE, IL 60091

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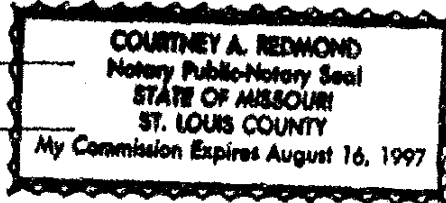
STATE OF MISSOURI
COUNTY OF ST. LOUIS

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I HEREBY CERTIFY, That on this 9th 3 9 7 0 R 3 2 day of November, in the year 1993 before me, the subscriber, a Notary Public for the aforementioned State, personally appeared Allan D. Hamilton known to me or satisfactorily proven to be the person (s) whose name (s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial seal.


NOTARY PUBLIC
My Commission expires: _____



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CHICAGO, ILLINOIS
COUNTY CLERK'S OFFICE
RECORDS & CLERK
100 N. LAUREL ST.
CHICAGO, ILL. 60602

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