UNOFFICIALLOPY

Agreement made thin 19th day of JANUARY , 1993 by and among Avondale Federal Mavings Bank, a federally-chartered mutual savings bank ("Existing Mortgages"), BRUCE TONGANECKER AND PATRICIA TONGANECKER AND COLLEGE AND PATRICIA TONGANECKER AND PATRICIA TONGANECKER AND PATRICIA TONGANECKER, BANK ("New Mortgages").

ALSO KNOWN AS PATRICIA A. LONGANECKER

93065527

930 647/274 RAN 3626 01/26/93 15:00100 8203 # - 93 - 045527 COUNTY RECORDER

WITNESSETH:

whereas, the Owner owns the entire fee title to certain real property and improvements thereon known as, 6935 N. Tonty, Chicago, Illinois, 60646 , more particularly described in Exhibit A attached hereto if necessary ("Real Estate"); and

WHEREAS, Existing Mortgages is a mortgages pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgages dated April 2, 1992, and recorded on 7th day of April , 1992, as Document Number 92-2340/2 in the office of the Cook County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgages has issued its commitment letter to Owner subject to the terms and confitions of which it will lend to Owner the sum of \$ Fighty Five Thousand Hollars or no centswick \$(.85.000.00) to be secured by a mortgage on the Real Estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgages, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to 20055527

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. New Mortgaged and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage 1% in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.
- 2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.
- 3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.
 - 4. Without limitation of the foregoing:
 - (a) The Owner further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgages or its successors or assigns a copy of any notice of default given by New Mortgages to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.

Page 1 0f 3

2750

できると

SECTION OF THE PROPERTY OF THE

53065327

Serin or Coot County Clert's Office

- The New Mortgages further Agrees that in the event of any act or omission by owner under the New Mortgage (as modified hereby) which would give New Mortgages the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgages will not exercise any such right until it has given written notice of such act or omission to Existing Mortgages or its successors or assigns.
- 5. No modification, umendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or 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. The new Mortgage is dated and recorded on _______ in the Office of the Recorder of and recorded on ________County, Illinois as Document No. ______93065526
- 6. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgague to Existing Mortgague shall be deemed to have been properly given if served in person or if sent by United States registered or certified wil, postage prepaid, addressed to Existing Hortgages at:

Attn: Customer Service AVONDALE FEDERAL SAVINGS BANK 20 North Clark Street Chicago, Illings 60602

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

- 7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.
- This Agreement shall as governed by the laws of the State of Illinois.

IN WITHESS WHEREOF, Existing Morcyages, New Mortgages, and Owner have respectively executed this Agreement as of the day and year first above written.

NEW MOP COAGEE: EXISTING MORTGAGEE: AVONDALE FEDERAL SAVINGS BANK 20 NORTH CLAPK STREET AVONDALE FEDERAL SAVINGS BANK 90055527 CHICAGO, II LINOIS 60803 By: By: EDWARD PALASZ, Senior Vice President EDWARD D. PALASZ, Santor Vice President DORIA KOROS SOC CY. Horos DORTA KOROS Attest: Secretary Secretary

a Longarette Sam Dlamulus a Longarette F/K/A Bruce D. Longaretter, Sr. OWNER:

Patricia Longanesker A/K/A Patricia A. Longanecker Property Address: Patricia a. Longanecker

6935 N. Tonty Chicago, IL 60646

Property Index Number: 10-32-208-059

Topolity of County Clark's

STATE OF ILLIHOIS | UNOFFICIAL COPY

COUNTY OF COOK)
I the undersigned, a Motary Public, in and for the County, in the State a aforesaid, DO HEREBY CERTIFY., that Bruce longanecker and Patricia longanecker personally known to me to be the same person or panels whose name aubscribed to the foregoing instrument, appeared before
or names subscribed to the foregoing instrument, appeared before
me this day in person and ackowledged that they signed, sealed
and delivered the same instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and
act, for the uses and purposes therein set forth, including the release and
waiver of the right of homestead. AF/K/A Bruce D. Longanecker, Sr. and Patricia A.
Given under my hand and official seal, this 1965 day of Longaneck
Commission expires:
STATE OF ILLINOIS) BRENDA MONTEIRO NOTESTY PUBLIC
i i i i i i i i i i i i i i i i i i i
COUNTY OF) (THE TABLE TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE
I the undersigned, a Notary Public, in and for the County and State
aforesaid, DO HEREDY CERTIFY., that EDWARD D. PALASZ personally
known to me to be the Senior Vice President of AVONDALE FEDERAL
SAVINGS BANK , Edderally chartered savings bank and
DORIA KOROS personally known to me to be the
Secretary of said corporation and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that as such
EDWARD D. PALASZ Sr: Vice: President and DORIA KOROS Secretary, they signed a delivered the said instrument and caused the corporate seal of said
corporation to be affixed thereto, pursuant to authority given by the Board
of Directors of said corporation, as their free and voluntary act, and as
the free and voluntary not and days of said corporation, for the uses and
purposes therein set forth.
T. C
Given under my hand and official seal, this day of
January , 19 93.
Commission expires: $9-10-96$
Commission expires: 7-10-96
STATE OF ILLINOIS) "OFFICIAL SEAL" Noviary Public
STATE OF ILLINOIS) "OFFICIAL SEAL" NOTTARY PUBLIC Alice Zabawaki
COUNTY OF) Rotery Public, State of Illinois 93055527
My Commission. Expires 9/10/96
I the undersigned, a Notary Public; in and For the County and State
aforesaid, DO HEREBY CERTIFY., that EDWARD D. PALAS2 personally
known to me to be the ACTING PRESIDENT Of AVOIDALE FEDERAL SAVINGS
BANK, a federally chartered savings bank, and DORIA KOROS personally
known to me to be the SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed
ANG DATEONALIV KUDWO TO MU TO DU TRU KANK DETAONE WROME DAMEN ATA SUDSCITONO
to the fowereing instrument appeared before we this day in remen and
to the foregoing instrument, appeared before me this day in verson and
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY , they signed and delivered the said instrument and
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY , they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto,
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation,
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this day of
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this day of
to the foregoing instrument, appeared before me this day in verson and severally acknowledge that as such ACTING PRESIDENT and SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this day of

THIS INSTRUMENT PREPARED BY: EDWARD D. PALASZ AVONDALE FEDERAL SAVINGS BANK 20 NORTH CLARK STREET CHICAGO, ILLINOIS 60602 (312) 782-6200

SUBAGRMT - Subordination Agreement 11/24/92

MAIL TO: ATTN: CUSTOMER SERVICE AVONDALE FEDERAL SAVINGS BANK 20 NORTH CLARK STREET CHICAGO, ILLINOIS 60602



200/miles of Col

Clort's Organica

Property of Coot County Clert's Office 93055527

Property or Coot County Clert's Office

226 Car 11 1 1

L = 3