LASAILE BANK WOSMONT Was Month It. 60559 INTERCREDITOR AGREEMENT This Intercreditor Agreement dated as of \_\_\_March 5 \_\_\_\_\_, 1993\_, between LaSalle Bank Westmont whose chief place of business is 139 North Cass Ave., Westmont Illinois , and NBD Skokie Bank, N.A. ("Bank") whose chief place of business is 8001 Lincoln Avenue, Skokie, Illinois 60077. . DEFT-UT RECURDING 143030 36AN 0547 03/16/73 10:13:00 WITNESSETH: 10819: x-93-196312 ADDADODA YTHING ADDA WHEREAS, the Bank has given a financial accommodation to \_\_\_\_ Gerald J. Levin and Laurie Levin ("Borrower") which financial accommodation is a home equity loan secured by an existing mortgage on Borrower's residence, commonly known as 1182 Hohlfelder, Glencoe, IL. 60022 DATED: August 20, 1991 DOCUMENT #: 91445227 The exuith 80 feet of the Bast 238 feet (except the Bast 2 rods than falling in Hohlfelder Road) of that part of the West 1/2 of the Southeast 1/2 of Section 1, Township 42 North, Range 12, Dast of the Third Principal Maridian, lying North of a line drawn 1915 feet North of and parallel to the South Line of said West & of the Southeast & of Clock County, Illinois. PIN 04-01-400-045 WHEREAS, Borrower has requested a refinance of the first mortgage on his residence from LaSalle Bank Westmont WHEREAS, LaSalle Bank Westmont \_\_\_\_ requires a first security position in the residence of Borrower in order to

accommodate the loan request of Borrower.

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now, Therefore, the partie	32 111	areco adree as fortows:	
1. Bank hereby subording	ites	its security interest to	<del></del> ,
LaSalle Bank Westmont	and	agrees that <u>LaSalle Bank Westment</u>	
has	a	prior security interest in t	h•
residence of Borrower.			

- 2. The priorities specified herein are applicable irrespective of the time or the order of attachment or perfection of the security interests or the time or the order of the recording of the mortgages.
- 3. This Agreement and the obligations of each party hereunder shall continue absolute and undiminished and remain in full force and effect.
  - (a) Each party agrees to cooperate fully with each other party to this Agreement, to the end that the terms and provisions of this Agreement may be promptly, fully and effectually carried out. Each party also agrees, from time to time, to execute and deliver anything and all other documents or instruments and to take such other actions, all as may be reasonably necessary or desirable to effectuate the terms and provisions and the intent of this Agreement.
  - (b) No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the

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exercise of any other right, power or remedy hereunder. Remedies herein provided for are cumulative and not exclusive of any remedies provided by law.

- (c) Any notice to be given under this Agreement shall be in writing and, if mailed, shall be deemed to be given when sent, postage prepaid, and addressed as set forth below the signature of the parties hereto or such other address as the addressee shall have specified by notice to the other party hereunder.
- (d) The parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of their respective mortgage documents, the provisions of this Agreement shall control. This Agreement shall remain in full force and effect and shall be controlling over the provisions in any mortgage document for so long as both parties have a recorded mortgage on the residence not subject to defeat by a trustee in bankruptcy.
- No person or entity, including without limitation, other than to and their respective successors and assigns, shall have any to the this Agreement. the parties and their respective successors and assigns, shall have any rights under this Agreement.
  - This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.
  - This Agreement has been delivered at Skokie, Illinois and shall be governed by and construed in accordance with the laws of

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the State of Illinois. Whenever possible each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(c) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties herate may execute this Agreement by signing any such counterpart.

NBD Skokie Bank, N.A.	
By: Nonle Slanon	By: Saruffan
Its: Assistant Vice President	Its: Assistant Corporate Secretary
LaSalle Bank Westmont By:	
Its:	

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STATE OF ILLINOIS	
COUNTY OF Cook	
the undersigned and for said County, in the State afor that Norman K. Solomon, Jr.	banking association (and said association to be the same persons agoing instrument as such Assistant Corporate ctively, appeared before ed that they signed and rown free and voluntary act of said association as therein set forth; and did also then and there he corporate seal of said id corporate seal of said wiment as his own free and voluntary act of said
GIVEN under my hand and notarial March, 1993.	sear this day of
of riel	mauh
NOTARY PUBLIC	
My Commission Expires: 10-5-93	"TETUM SEA!"
DOCUMENT PREPARED BY:	Waterway

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