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#### SUBORDINATION AGREEMENT

This agreement made and entered in the 25th day of March, 1994, by and between First Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank, the subordination lender and Samuel Prancione & Margaret Schwieger, the borrowers.

'hereas, First Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank, owner and holder of a note from the borrower dated January 24, 1992 in the principal amount of \$100,000.00, the repayment of which is secured by a mortgage and the property described therein, recorded February 13, 1992 34 document \$92092649, Cook County, Illinois records; and

Where as 2r'ority 1 Mortgage proposes to make a loan to the borrower in the principal amount of \$400,000.00 : and

Where as Priority 1 Mortgage has agreed to make said loan to the borrower provided its security interest, evidenced by note and mortgage shall be superior to the linn, right, title, and interest of Pirst Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank with respect to the property, and First Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank, is willing to subordinate its interest to that of Priority 1 Mortgage of the terms and conditions provided herein below.

Now therefore, in consideration of the within premises the parties contract, covenant and agree as follows:

- The First Colonial Bank/Rosement, formerly known as Northwest Commerce Bank, shall cause, and does hereby cause its security interest in the above described property to be subject and subordinate to the security interest of priority 1 Mortgage in the amount not to exceed the principal sum of \$400,000.00 together with all earned interest, and advances to pay taxes, insurance or to repair, maintain, or preserve the improvements to the property, and the cost of collection findluding attorney's fees). It is further provided that any reduction in the principal amount of the loan subordinated hereto by First Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank, constitute a commensurate reduction in this subordination to the extent that the subordination applies to the principal amount of as document # 94354357
- 2. Priority 1 Mortgage agrees that it shall not accelerate the maturity of the borrower's note or to initiate any proceedings against the borrower to foreclose under its mortgage without first furnishing the First Colonial Bank / Rosemont, formerly known as Northwest Commerce Bank, with a duplicate copy of the notice of default and acceleration and further agrees to give First Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank thirty (30) days notice, from date of acceleration, to cure such defaults.
- 3. In no event shall Priority 1 Mortgage amend or modify its note and mortgage, subordinated hereto by First Colonial Bank/Rosemont, formerly known as Northwest Commerce Bank, without the prior written consent of First Colonial Bank/Rosemont.

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BOX 333-CTI

### UNOFFICIAL COPY...

- 4. This instrument shall expire and become null and void upon payment in full of the aforementioned note from borrower to First Colonial Bank/Rosemont.
- 5. This agreement is expressly limited in application to the loan herein described, and priority is retained as against all other instruments or liens. The mortgage held and owned by the Pirst Colonial Bank/Rosemont shall remain otherwise in full force and effect.
- This subordination agreement shall supersade and cancel all previous subordinations concerning the above described loans unless otherwise provided herein.

Witness the hand and seal of the undersigned the day and year first above written.

First Colonial Bank/Rosemont

Witness

State of Illineir County of Cook

The undersigned, a hotiny Public is and for said County, in the state aforesaid, do hereby certify that Larry Young, personally known to me to be the same rerson whose name is subscribed in the forgoing instrument appeared before me in person, and acknowledged that he, being dury authorized, signed and delivered said instrument as the free and voluntary act for the uses and purposes set forth.

Given under my hand and notorial real, the 25th day of March, 1994.

"OFFICIAL SEAL"
Laura Buller
Notary Public, State of Illinois
My Commission Expires 9/20/94

Notary Public

My commission expires September 20, 1994.

MALL TO:

Express America Mortgage Corporation

1815 S. Meyers Road

Oakbrook Terrace, Il. 60181

Loan: 7043461

## **UNOFFICIAL COPY**

Property of Colling Clark

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# UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007496982 D2 STREET ADDRESS: 5 LAKESIDE COURT

CITY: SOUTH BARRINGTON CGUNTY: COOK

TAX NUMBER: 01-22-400-028-0000

### LEGAL DESCRIPTION:

LOT 197 IN SOUTH BARRINGTON LAKES UNIT 4, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF TIP.
STOF Th.

Clark's Office THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.