

This Subordination Agreement is made this 2ND day of DECEMBER 19 93 by FIRST ILLINOIS BANK AND TRUST, NKA BANK ONE, CHICAGO, ILL. (hereinafter referred to as "Prior Party")

115948
8146517

1. Prior Party is the owner and/or holder of the following lien documents and of the Note evidencing the indebtedness secured thereby:
A. Mortgage (or Trust Deed) dated APRIL 7, 1991 and recorded APRIL 18 19 91 in the Office of the Recorder of Deeds of COOK County, Illinois, as Document No. 91683585 made by JUSTIN P. FREDIAN AND MARGARET A. FREDIAN, HIS WIFE to Prior Party covering the real estate described in "Exhibit A" attached hereto ("Property");
B. Assignment of Rents dated NA and recorded NA 10 in the Office of the Recorder of Deeds of NA County, Illinois, as Document No. NA
C. Other: NA
P.I.N. # 18-05-107-023
PROPERTY ADDRESS: 3921 HARVEY, WESTERN SPRINGS, IL 60558

94011605

All of which aforescribed documents are hereinafter referred to as the "Prior Party Loan Documents".

2. Prior Party has agreed with ~~476 XXXX~~ COMERCIA MORTGAGE CORP ("Bank") that the Prior Party Loan Documents shall be subordinated to the lien of the Bank evidenced by the liens and encumbrances hereafter referred to.

AGREEMENT

NOW, THEREFORE, for value received, Prior Party, for itself, its successors and assigns, hereby subordinates the lien of the Prior Party Loan Documents and the indebtedness secured thereby in all respects to the lien created by the following documents relating to the Property and the indebtedness secured thereby in favor of the Bank:

(a) Mortgage dated December 8, 19 93, made by Justin P. Fredian & Margaret A. Fredian in favor of Bank and recorded on 01-04 19 94 in the Office of the Recorder of Deeds of COOK County, Illinois, as Document No. 94011603
(b) Assignment of Rents dated _____, 19 _____, made by _____ in favor of Bank and recorded on _____, 19 _____ in the Office of the Recorder of Deeds of _____ County, Illinois, as Document No. _____
(c) Other: _____

GIT

DEPT-01 RECORDING \$23.50
T#0000 TRAN 5952 01/05/94 11:07:00
#3975 * -94-011605
COOK COUNTY RECORDER

Further, Prior Party agrees not to commence foreclosure of its liens and/or security interests or take any other action to force the sale of the Property unless Bank has commenced to foreclose its lien and/or its security interest in the Property. This Agreement shall be binding upon the Prior Party, its successors and assigns and shall enure to the benefit of the Bank and its successors and assigns.

This Agreement may not be modified except in writing and such modification must be signed and acknowledged by Bank.

This Agreement has been executed as of the day and year first above written.

By: *Justin P. Fredian*
Vice President

ATTEST:
By: *David Heffner*
Its: CONSUMER CREDIT OFFICER, RETAIL DIVISION

"OFFICIAL SEAL"
SHERRI P. SEIDLER
Notary Public, State of Illinois
My Commission Expires 3/2/97

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, SHERRI P. SEIDLER, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOEY L. CULBERTSON and DAVID HEFFNER personally known to me the same persons whose names are subscribed to in the foregoing instrument, appeared before me this in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 2ND day of DECEMBER, 19 93
My Commission Expires: 3/2/97

Document Prepared by: PATRICIA CAUSWELL
To Be Returned to: BANK ONE, CHICAGO, ILL. P.O. BOX 7070 ROSEMONT, IL 60018-7070
Attention: LOAN OPERATIONS

Sherril P. Seidler
Notary Public



2356
204

UNOFFICIAL COPY

011-9

EXHIBIT A

P.I.N. # 18-05-107-023

PROPERTY ADDRESS: 3921 HARVEY
WESTERN SPRINGS, IL 60558

94011605

LEGAL DESCRIPTION:

LOT 16 AND THE SOUTH 2 FEET 6 INCHES OF LOT 17 IN BLOCK 6 IN MARTIN'S ADDITION TO FIELD PARK, A SUBDIVISION IN THE EAST 3/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.