

# UNOFFICIAL COPY

## REAL PROPERTY SUBORDINATION AGREEMENT

94137174

<b>BORROWER</b> <b>JAMES F. VOGELGESANG</b> <b>DIANE L. VOGELGESANG</b>  <b>ADDRESS</b> <b>913 AEGEAN DRIVE</b> <b>SCHAUMBURG, IL 60193</b> TELEPHONE NO. _____ IDENTIFICATION NO. _____	<b>GRANTOR</b> <b>JAMES F. VOGELGESANG</b> <b>DIANE L. VOGELGESANG</b>  <b>ADDRESS</b> <b>913 AEGEAN DRIVE</b> <b>SCHAUMBURG, IL 60193</b> TELEPHONE NO. _____ IDENTIFICATION NO. _____
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**CRDITOR:** HARRIS BANK, NAPERVILLE, ILLINOIS 60566  
**LENDER:** COLUMBIA NATIONAL, INC.

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and security interests and agree as follows:

1. **CREDITOR'S SECURITY INTEREST.** Creditor owns and holds a Note and related Mortgage, which Mortgage was recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ Filing Date APRIL 4, 1991 Document No. 01156526 in the office of the Recorder COOK County, Illinois, unencumbering the following described real property, all present and future improvements and fixtures located herein (the "Property"):  
**LOT 240 IN SPRING COVE SUBDIVISION-WEST, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

DEPT-01 RECORDING \$23.50  
 T#0011 TRAN 9939 02/10/94 14:05:00  
 #6170 # \*-94-137174  
 COOK COUNTY RECORDER

Address of Real Property:  
**913 AEGEAN DRIVE**  
**SCHAUMBURG, IL 60193**

Permanent Index Number(s): **07-28-411-023**

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 94137173  
 AS DOC #

2. **LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT.** Borrower has requested a \$ 128,500.00 loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrower's defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

3. **SUBORDINATION OF CREDITOR'S SECURITY INTEREST.** Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property.

4. **PRIORITY OF SECURITY INTERESTS.** The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.

5. **WAIVER OF LIMITATIONS.** Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshal any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.

6. **DOCUMENTATION AND NON-INTERFERENCE.** Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may reasonably require to perfect its security interest.

7. **TERMINATION.** This Agreement will remain in full force and effect now and forever, despite the insolvency, receivership, liquidation or reorganization proceeding, of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

8. **EFFECT ON BORROWER AND THIRD PARTIES.** This Agreement will not affect the rights, obligations or priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.

9. **REPRESENTATIONS AND WARRANTIES.** Creditor represents and warrants to Lender that:

- Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
- Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
- Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
- Creditor has conducted an independent investigation of Borrower's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.

10. **ASSIGNMENT.** Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.

11. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

12. **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

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13. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.

15. ATTORNEYS' FEES. Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

16. JOINT AND SEVERAL. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

17. INTEGRATION. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

18. ADDITIONAL TERMS.  
NONE

Creditor acknowledges that Creditor has read, understands, and agrees to the terms and conditions of this Agreement.

DATED: JANUARY 5, 1994

CREDITOR: HARRIS BANK NAPERVILLE

CREDITOR:

BY: Jane D. Keith  
JANE D. KEITH  
TITLE: VICE PRESIDENT

BY: Laura D. Poed  
LAURA D. POED  
TITLE: ASSISTANT VICE PRESIDENT

LENDER: COLUMBIA NATIONAL, INC.

CREDITOR:

BY: Thomas J. Rozy  
TITLE: VP

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

State of Illinois )  
County of DuPage ) ss.

I, Danette C. Tibble, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane Keith and Laura Poed personally known to me to be the same person are whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the y signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

State of Ill )  
County of DuPage ) ss.

I, Kathleen A. Maday, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Rozy personally known to me to be the same person is whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

Given under my hand and official seal, this 7th day of February 1994

Danette C. Tibble  
Notary Public

Kathleen A. Maday  
Notary Public

Commission expires: \_\_\_\_\_

Commission expires: \_\_\_\_\_



MAIL TO: This instrument was prepared by: V. YURACHEK HARRIS BANK NAPERVILLE 503 N. WASHINGTON NAPERVILLE 60566

After recording return to Lender.