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MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 1st day of March 1994, by COMERICA BANK - ILLINOIS, an Illinois banking corporation of 10101 West Grand, Franklin Park, Illinois 60131 FKA Affiliated Bank successor by merger to Comerica Bank - Ill. Inc herein called "First Mortgagee") unto Comerica Bank - Ill. Inc by subsidiaries, successors and/or assigns, a(n) Corporation of Illinois (herein called "Second Mortgagee");
Evanston, Bank Record

WITNESSETH:

WHEREAS, the Third Mortgagee is the owner and holder of the Mortgage dated September 14, 1993, recorded September 17, 1993, in the Cook County Record's Office, Illinois, Document Number 93745416, of Cook County Record's (said Mortgage together with all extensions, renewal, modifications, substitutions and replacements thereof herein called "Second Mortgage") made by Chicago Title and Trust Company Trust #1002980 of 8339 Christiana Ave, Skokie (herein called "Mortgagor") to secure certain obligations owed Second Mortgagee as more fully set forth in the Second Mortgage, which Second Mortgage covers property located in the County of Cook, State of Illinois, described as follows:

Unit 1-B together with its undivided percentage interest in the common elements in 8337-39 North Christiana condominium as delineated and defined in the declaration recorded as Document No. 19180668, in the Southwest 1/4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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DEPT-01 RECORDING \$23.50
740012 TRAN 7820 04/05/94 14:21:00
42833 + SK * -94-304873
COOK COUNTY RECORDER

PIN #: 10-23-405-088-1002

PROPERTY COMMONLY KNOWN AS: 8339 Christiana, Skokie, Illinois 60076

WHEREAS concurrently herewith or prior hereto, Mortgagor has delivered to Second Mortgagee a Real Estate Mortgage dated March 4, 1994 covering the foresaid premises (herein called "First Mortgage") to secure certain obligations owed First Mortgagee.
second

WHEREAS, Second Mortgagee desires and has requested that the lien of the Second Mortgage be subordinate to the lien of the First Mortgage.
second

NOW, THEREFORE, in consideration of the premises Second Mortgagee and First Mortgagee covenant and agree as follows:

Third Second Mortgagee hereby subordinates the priority of the lien of the Second Mortgage, in favor of the lien of the First Mortgage but only to the extent that the lien of the First Mortgage secures the outstanding principal amount of Thirty Thousand Dollars & 00/100 (\$ 30,000.00), owed First Mortgagee on the date hereof, plus extensions and renewals thereof in an equal or lesser amount, plus interest and collection costs thereon (herein called the "Senior Indebtedness") and Second Mortgagee covenants and agrees that the Second Mortgage is and shall continue to be subject and subordinate in lien to any lien of the First Mortgage only to the amount of the Senior Indebtedness without regard to the time of execution or the filing, registration or recording thereof.
second

2. "Senior Indebtedness" as defined above shall not include any principal indebtedness secured by the First Mortgage which arises subsequent to the date of this agreement (herein called "Future Advances"). Second Mortgagee expressly agrees that the lien of the Second Mortgage, as such mortgage and the debt secured thereby may be modified, renewed, increased or extended, shall in all manner and respect be and remain prior to the lien of the First Mortgage of the First Mortgagee as regards Future Advances or any other indebtedness in excess of or in addition to the Senior Indebtedness.
second

3 Third Second Mortgagee represents and warrants to First Mortgagee that it has not assigned or transferred, for collateral purposes or otherwise, the Second Mortgage or the obligations secured thereby, and agrees that any assignment or transfer made hereafter shall be made expressly subject to the terms of this Agreement.
second

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4 Upon any default by Mortgagor under the ~~First~~ ^{second} Mortgage, ~~First~~ ^{second} Mortgagee shall provide not less than thirty (30) days prior written notice to ~~Second~~ ^{Third} Mortgagee of such default before initiating any proceeding to enforce or otherwise exercising any of its remedies under the ~~First~~ ^{Second} Mortgage. During such thirty (30) day period, ~~Second~~ ^{Third} Mortgagee shall be entitled but not obligated to cure any such default in accordance with the terms of the ~~First~~ ^{Second} Mortgage.

5 This Agreement shall be binding upon and shall inure to the benefit of ~~Second~~ ^{third} Mortgagee and ~~First~~ ^{second} Mortgagee and their respective heirs, legal representatives, successors and assigns and no other party. Except as specifically herein elsewhere provided, ~~Second~~ ^{Third} Mortgagee expressly reserves the priority of the lien of the ~~Second~~ ^{Third} Mortgage and its right to assert said priority and lien against Mortgagor and any third party as though this Agreement were not in existence.

6 This Agreement shall be governed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMERICA BANK - ILLINOIS

By: *Mary L. Manning*
Name: _____
Title: _____

ATTEST:
By: *Rose Bramson*
Name: Rose Bramson
Title: ~~Assistant Secretary~~

34:04873

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of March 1994, by Comerica Bank its Personal Secretary its Assistant Secretary on behalf of Comerica Bank - Illinois.



Diana Arif
Notary Public
Cook County, Illinois
My Commission Expires: 10/18/95

THIS INSTRUMENT WAS PREPARED BY:
~~Advocate~~
~~Comerica Bank~~
~~8700 North Western Road~~
~~Skokie, Illinois 60077~~
Rose Bramson
Comerica Bank-Illinois
7952 North Lincoln Avenue
Skokie, Illinois 60077

WHEN RECORDED MAIL TO:
Comerica Bank - Ill.
Attn: Mary L. Manning
Vice President
7952 North Lincoln Avenue
Skokie, Illinois 60077