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This document was prepared by and should be returned to:

Lynne Tumey
Beverly Bank Matteson
4350 Lincoln Hwy. Matteson, Il.

94354777

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT (the "Agreement"), made as of this 12th day of November, 1993, by and between Harris M. Spanier and Sheila E. Spanier (married to each other) ("Mortgagor") and Beverly Bank- Matteson ("Mortgagee");

WITNESSETH:

1. Whereas, Mortgagor has heretofore executed and delivered to the Mortgagee that certain mortgage or trust deed (hereinafter called the "Mortgage") dated February 12, 1990, recorded on February 26, 1990, in the office of the recorder of deeds of Cook County, Illinois, as Document 3862469 encumbering the real estate (the "Real Estate") legally described as follows: Lot One Hundred Fifty Seven (Excepting therefrom that part thereof falling within heretofore vacated Aberdeen Street (157) in Town & Country Subdivision, being a resubdivision of certain heretofore vacated lots, Blocks, Alleys, Streets and Portions thereof in Flossmoor Heights, J.C. McCartney's subdivision, in the Northeast Quarter (1) of Section 5, Township 35 North, Range 14, East of the Third Principal Meridian, according to Plat of said Town & Country Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois on October 1, 1974 as Document Number 2776509.

PIN. No.: 32-05-226-019
Street Address: 1101 W. 185th St. Homewood, Il. 60443

(Choose one of the following paragraphs:)

2a. Whereas, the Mortgage secures the payment of the indebtedness evidenced by that certain note (the "Note") dated N/A, executed by Mortgagor, in the original principal amount of \$ N/A, bearing interest at a rate per annum equal to N/A and being due and payable in full on N/A; and

2b. Whereas, the Mortgage secures the payment of the indebtedness from time to time outstanding under a revolving line of credit evidenced by that certain home equity line of credit agreement (the "Line of Credit") dated February 12, 1990, executed by Mortgagor and providing for a maximum credit amount of \$ 44,750.00, bearing interest and being payable as set forth therein, and being due and payable in full on March 2nd, 1995; and

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Whereas, Mortgagor has requested that Metmor Financial, Inc. (the "First Mortgagee") make a loan to Mortgagor in the amount of \$ 60,000.00, said loan to be secured by a first mortgage upon the Real Estate; and

Whereas, as a condition to obtaining the loan, the First Mortgagee requires that the Mortgage be subordinated to its mortgage, and Mortgagor has so requested;

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

1. Contemporaneously with the execution of this Subordination Agreement, Mortgagor has executed and delivered to the First Mortgagee, and the First Mortgagee has accepted, that certain mortgage or trust deed dated 11-22-93, securing Mortgagor's note dated 11-22-93, in the principal amount of \$ 60,000.00, said note being due and payable in full on December 2009.

2. The Mortgage is hereby amended by adding the following:

This instrument and the rights of the holder hereof and the rights of the holder of the indebtedness secured hereby are and at all times shall be and remain subject and subordinate in right, claim, and lien, to the rights, claims, and lien afforded by the following described instruments:

(a) Note (the "First Note") dated November 22, 1993, made by Harris Spanier and Sheila, married to each other, in the principal amount of \$ 60,000.00, said note being payable in full on December 2009; and

(b) Mortgage/Trust Deed (the "First Mortgage") dated , made by Harris Spanier and Sheila Spanier married to each other, in favor of Metmor Financial, Inc., to secure the above described indebtedness.

(c) Mortgagor will not at any time or in any manner increase the principal amount of \$60,000.00 plus accrued interest plus all other amounts authorized under the First Mortgage in excess of said amount, or enter into any agreement with respect to the First Note, or the First Mortgage, or either of them, or any other document securing said First Note, modifying or amending the same or any part thereof or providing for the waiver of any of its provisions, without first obtaining the Mortgagee's prior written consent thereto.

(d) Mortgagor will fully and timely perform and discharge each and every agreement, term, covenant, condition, undertaking

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and agreement on the part of Mortgagor to be performed under the First Mortgage, the First Note and under any other documents or instruments securing or pertaining to the indebtedness evidenced by said First Note, and Mortgagor will not permit a default or event of default to exist under any of the foregoing.

3. Mortgagor, and each individually if more than one, for himself or herself and for all parties claiming through or under Mortgagor, represents and warrants to the Mortgagee that Mortgagor does not have any adjustments, setoffs, claims or defenses against the Mortgagee under the Mortgage or (the Note) (the Line of Credit) or otherwise in connection with the loan evidenced thereby.

4. Giving effect to the modifications set forth in this Agreement, all of the terms and conditions of (the Note) (the Line of Credit) and Mortgage are and shall continue to be in full force and effect, enforceable strictly in accordance with their respective terms. The indebtedness evidenced (by the Note) (under the Line of Credit) is and shall continue to be secured under the terms and provisions of the Mortgage and under any other instrument of security or guaranty whether now or hereafter executed and delivered to the Mortgagee to secure the payment of the indebtedness (evidenced by the Note) (under the Line of Credit).

5. This Agreement shall be governed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this 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.

IN WITNESS WHEREOF, the undersigned has executed this Subordination Agreement as of the day and year first above written.

Harris M. Spanier
Harris M. Spanier

Sheila E. Spanier
Sheila E. Spanier

Attest:

By: Patricia Allwater
Title: AVP

Beverly Bank - Matteson

By: D. Eugene Seemey
Title: Asst. Vice President

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