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SUBORDINATION AGREEMENT, DEPT-01 RECORDING \$31.00
T#0012 TRAN 1763 01/19/95 13:16:00
#9830 SK *-95-042851
COOK COUNTY RECORDER

Agreement made this 12th day of September, 1994, by and between U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation, f/k/a The Steel City National Bank of Chicago (hereinafter referred to as "Lender") and CERTIFIED GROCERS MIDWEST, INC., an Illinois Corporation (hereinafter referred to as "Subordinate Mortgagee" when mentioned in the context of the inferior instruments referred to below).

WHEREAS, THE STEEL CITY BANK OF CHICAGO, f/k/a The Steel City National Bank of Chicago, as Trustee under Trust Agreement dated April 9, 1981 and known as Trust No. 2439 (hereinafter referred to as "Mortgagor") and DIMITRIOS KAMETAS and HELEN KAMETAS (hereinafter referred to as "Mortgagor's Beneficiary") have applied to Lender for a modification to the existing mortgage loan in order to refinance existing indebtedness covering the property; and

WHEREAS, the subject property is presently encumbered by a first Mortgage to THE STEEL CITY NATIONAL BANK OF CHICAGO, now known as U.S. BANK, an Illinois Banking Corporation, dated April 5, 1991 and recorded on May 23, 1991 by the Cook County Recorder as Document No. 91247117; and

WHEREAS, the subject property is also presently encumbered by a Mortgage to CERTIFIED GROCERS MIDWEST, INC., dated June 29, 1992 and recorded July 15, 1992 as Document No. 92515780 (hereinafter referred to as "Interior Instrument"); and

WHEREAS, Subordinate Mortgagee has agreed to subordinate the lien of the Interior Instrument with regard to the property described below so as to facilitate the modification of the existing mortgage loan to Mortgagor; and

WHEREAS, the Property is legally described as follows:

Lot 18 and the South 10 feet of Lot 19 in Wiegel and Kilgallen's Crawford Gardens Unit No. 1, a Subdivision of part of the East 1/2 of the North 1/2 of the South East 1/4 of Section 3, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-03-406-045

Common Address: 9257 Karlov Avenue
Oak Lawn, Illinois

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sum of ONE (1) DOLLAR, in hand paid by each of the parties to the other, and other good and valuable consideration,

Box 342

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11/11/2011

Office of the Clerk of the Court
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Property of Cook County Clerk's Office

11/11/2011

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the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

- 1) Subordinate Mortgagee covenants that the lien of Note of the Inferior Instrument with regard to the Property shall be and remain at all times secondary and inferior to the lien of the Note dated April 5, 1991, secured by Mortgage of even date therewith recorded on May 23, 1991, by the Cook County Recorder as Document No. 91247117, as modified by Modification and Extension Agreement dated May 4, 1994 and recorded Dec 12, 1994 as Document No. 04037386.
- 2) Subordinate Mortgagee warrants that it is the owner of the Note secured by the Inferior Instrument and that it has full authority and right to enter into this Agreement.
- 3) Subordinate Mortgagee will not assign or transfer to others any interest it has in the Inferior Instrument for so long as any of the indebtedness secured by the Lender's Mortgage remains outstanding, unless such assignment or transfer is expressly made subject to this Subordination Agreement.
- 4) This Subordination Agreement is executed and delivered in Cook County and shall be construed under and governed by the laws of the State of Illinois.
- 5) This Subordination Agreement shall apply only to the Property described herein and not to any other property pledged by Mortgagor to Subordinate Mortgagee.
- 6) Lender warrants that it is the owner of the Note(s) secured by the Mortgage to which Subordinate Mortgagee is subordinating its interest and that it has full authority to enter into this Agreement.
- 7) Anything herein contained to the contrary notwithstanding, Lender hereby agrees that it shall not foreclose its collateral interest under the loan documents unless and until Lender has given Subordinate Mortgagee written notice thereof, sent by certified mail, return receipt required, which shall set forth a) the specific nature of the default, b) the actions which must be taken in order to cure said default; and c) the time period within which any such default must be cured, which, in the event of a default occasioned by non-payment of an amount due and owing to Lender shall not be less than five (5) days, and in the event of any other default shall not be less than thirty (30) days after receipt of notice.

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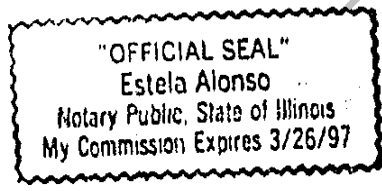
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STATE OF ILLINOIS |
COUNTY OF COOK | SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of November, 1994.

Estela Alonso
Notary Public

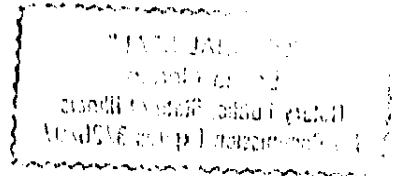


Prepared By:
Steven J. Colompos
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Lansing, IL 60438
RETURN TO: Box 342

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11/15/2011