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DOCUMENT NO.

97254576

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting and extension of credit or other financial accommodation to DANIEL C. PAXTON AND SANDRA L. PAXTON AS JOINT TENANTS (Mortgagor

whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagor (Mortgagor) hereby subordinates to BARRINGTON MORTGAGE CORPORATION (Lender) the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated July 17, 1996 and recorded in the office of the Register of Deeds of COOK County, Illinois on JULY 26, 1996 as Document No. 96572769

- DEPT-01 RECORDING \$23.50
- T00014 TRAN 1755 04/11/97 13:55:00
- \$5445 + JW *-97-254576
- COOK COUNTY RECORDER
- DEPT-10 PENALTY \$20.00

Recording Area

Name and Return Address

Bank One, Kentucky, NA
KY14444/P.O. BOX 37264
Louisville, KY 40232-7264

02-05-100-004

LOT 3 IN FIELDING PLACE, PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 100 SHAGBARK COURT, BARRINGTON, IL 60010

STEWART TITLE COMPANY OF ILLINOIS
1515 E. WOODFIELD ROAD
SUITE 102
SCHAUMBURG, IL 60173

STC 11609

23 30
20 00
mail to 1

If checked here, the description continues or appears on reverse side or attached sheet.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignee is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided that there are in fact secured by a properly recorded mortgage on the Property from Mortgagee to Lender ("Lender's Mortgage"):

(a) The following note(s):

Note #1 dated _____ in the sum of _____, plus interest, from _____ (Name of Maker) to Lender.
Note #2 dated _____ in the sum of \$ _____, plus interest, from _____ (Name of Maker) to Lender.

and any renewals, extensions or modifications thereof, but not increases in principal amount.

(b) The sum of \$425,000.00, plus interest.

(c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed MARCH 28, 1997

BANK ONE, CHICAGO, NA (SEAL)
BANK (Type of Organization)
By: John Kramolisch (SEAL)
ACCOUNT EXECUTIVE (Title)
JOHN KRAMOLISCH

By: _____ (SEAL)
(Title)

AUTHENTICATION ON
Signatures of _____
authenticated this _____ day of _____

Title: Member State Bar of Wisconsin or Authorized under Sec. 708.06, Wis. Stats.

This instrument was drafted by _____
(Type or print name of drafter)

ACKNOWLEDGEMENT
STATE OF WISCONSIN ILLINOIS
County of McHenry
This instrument was acknowledged before me on _____
by JOHN F. KRAMOLISCH
ACCOUNT EXEC.
(Type of authority, e.g., agent, trustee, etc., if any)

of BANK ONE CHICAGO
(Name of party on whose behalf instrument was executed, if any)

Notary Public, Wisconsin ILLINOIS
My Commission (Expires) (Date) 10-4-99

Notary Public
Mark A. Gabriel
McHenry County, IL
My Commission Expires 10/4/99

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2025/05/06

Property of Cook County Clerk's Office

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