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1998-09-16 09:34:28
Cook County Recorder 27.00

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Kelpak

Prepared By
Mail to:
Liberty Bank
7111 W Foster Ave
Chicago, Ill 60656-1988

SUBORDINATION AGREEMENT

Agreement made this 28th day of August, 1998 by and among Firststar Bank Illinois f/k/a, First Colonial Bank/Rosemont ("Existing Mortgagee"), Jefferson State Bank as Trustee u/t/a dtd 7/8/91 Trust (Collectively "Owner"), and Liberty Bank ("New Mortgagee").

WITNESSETH:

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WHEREAS, the owner owns the entire fee title to certain real property and improvements thereon known as 5132 N. Newland Avenue, Chicago more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a mortgage ("Existing Mortgage") between Owner and Mortgagee dated November 10, 1994 and recorded on 22nd day of March, 1995 as Document Number 95192706 in the office of the Cook County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum of One Hundred Five Thousand & 00/100 Dollars (\$105,000.00) to be secured by a mortgage on the real estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgagee, but is unwilling to make a loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledge, the parties hereto agree as follows:

BOX 333-CT1

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1. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.
2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it Secures or any extensions or renewals thereof, except as to changes in the interest rate.
3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.
4. Without limitation, of the forgoing:
 - (a) The Owner further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgagee or its successors or assigns a copy of any notice of default given by New Mortgagee to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.
 - (b) The New Mortgagee further agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such act or omission to Existing Mortgagee or its successors or assigns.
5. No modification, amendment, waiver or release of any provision of this agreement, or of any right obligation, claim or cause or action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new mortgage is dated _____ and recorded on _____ in the Office of the Recorder of _____ County, Illinois as document No. _____.
6. All notices, demands and request given or required to be given hereunder shall be in writing. All such notices, demands and requests by owner and New Mortgagee to Existing Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or Certified mail, postage prepaid, addressed to Existing Mortgagee at:

or to such other address as Existing Mortgagee may from time designate by written notice to Owner and New Mortgagee given as herein required.

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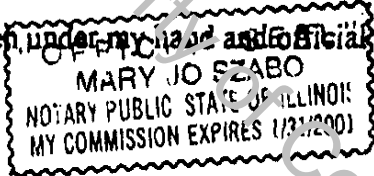
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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Valentina Barbias, Vice Pres. personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that she signed sealed and delivered the same instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 10th day of September, 19 98.

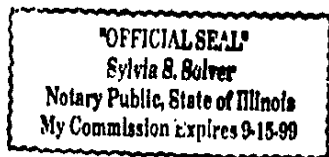


Mary Jo Szabo
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID SCHWOLEYEV personally known to me to be the BUSINESS BANKING OFFICER of FIRST STAR BANK and DAVID SAKSITA personally known to me to be the ASST. VICE PRESIDENT of said corporation and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purpose therein set forth.

Given under my hand and official seal, this 26th day of August, 19 98.



Sylvia S. Bolver
Notary Public

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11/10/08

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