

UNOFFICIAL COPY

SUBORDINATION AGREEMENT



99646983

Agreement made this 22ND day of JUNE, 1999, by and among LASALLE NATIONAL BANK, TRUSTEE, ("Existing Mortgagee"), RANDY BENNER, LYNDY BENNER (collectively "Trustor"), and HARRIS TRUST AND SAVINGS BANK ("New Mortgagee").

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6175/0112 62 001 Page 1 of 6

1999-07-07 11:42:57

Cook County Recorder

59.00

WITNESSETH:

WHEREAS, the Owner owns the entire fee title to certain real property and improvements thereon known as, 535 GRANT / ROSELLE, IL 60172, 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 DECEMBER 6TH, 1996, and recorded on 12TH day of DECEMBER, 1996, as Document Number 96938702 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 TWO HUNDRED FORTY THOUSAND dollars (\$ 240,000.00) 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 the 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 acknowledged, the parties hereto agree as follows:

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

REEL:

103540 20F2

BOX 169

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the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.

4. Without limitations 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 Mortgage 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 COOK County, ILLINOIS as Document No. _____.

6. All notices, demands and requests 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:

Attn.: Loan Servicing
AVONDALE FEDERAL SAVINGS BANK
900 South Frontage Road
Suite 120
Woodridge, IL 60517

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

7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.

8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

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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 RANDY BENNER, LYNDIA BENNER personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the same instrument as _____ 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 ____ day of _____, 19____.

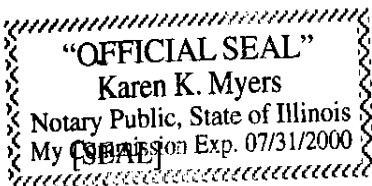
[SEAL]

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 Thomas Flanagan personally known to me to be the Vice President of HARRIS TRUST AND SAVINGS BANK, and Shane O'Neill personally known to me to be the Assistant Vice President of said corporation and 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 severally acknowledged that as such Thomas Flanagan and Shane O'Neill, 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 purposes therein set forth.

Given under my hand and official seal, this 25 day of June, 1999.



Karen K. Myers
Notary Public

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EXISTING MORTGAGEE:


LASALLE NATIONAL BANK, TRUSTEE
by Avondale Federal Savings Bank
it's Attorney-in-Fact

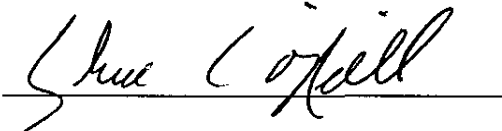
By: 
WAYNE E. BIVER, Vice President

Attest 
LINDA T. WALDEN, Manager

NEW MORTGAGEE:

HARRIS TRUST AND SAVINGS BANK

By: 
Thomas Flanagan Vice President
(Name) (Title)

By: 
Shane O'Neill Assistant Vice President
(Name) (Title)

OWNER: X 
RANDY BENNER

X 
LYNDA BENNER

Property Address:

535 GRANT / ROSELLE, IL 60172

Property Index Number:

07-34-317-006/07-34-317-007 V187

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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that WAYNE E. BIVER personally known to me to be the Vice President of Avondale Federal Savings Bank, a federally chartered stock savings bank, and LINDA T. WALDEN personally known to me to be the Manager of said corporation and 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 severally acknowledged that as such Vice President and Manager, 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 purposes therein set forth.

Given under my hand and official seal, this 22ND day of JUNE, 1999.



Roberta M. Lynch

ROBERTA M. LYNCH, Notary Public

This instrument prepared by :
Avondale Federal Savings Bank
900 South Frontage Road
Suite 120
Woodridge, IL 60517
(630) 395-3000

Mail to :
Attn.: Loan Servicing
Avondale Federal Savings Bank
900 South Frontage Road
Suite 120
Woodridge, IL 60517

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1580 000103540 01580

STREET ADDRESS: 535 GRANT ST

CITY: ROSELLE

COUNTY: COOK

TAX NUMBER: 07-34-317-037-0000

LEGAL DESCRIPTION:

LOT 4 IN ROSEWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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