

UNOFFICIAL COPY

99233682

1100/0097 30 001 Page 1 of 4
1999-03-11 12:19:33
Cook County Recorder 51.00



WHEN RECORDED MAIL TO:

Continental Community Bank and Trust Company
411 Madison Street
Maywood, IL 60153

C.T.I./W

3064

7786165WV

FOR RECORDER'S USE ONLY

This Subordination Agreement prepared by: Continental Community Bank and Trust Co.
411 Madison Street
Maywood, IL 60153

SUBORDINATION AGREEMENT - MORTGAGE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT dated February 26, 1999 is entered into among CONTINENTAL COMMUNITY BANK AND TRUST COMPANY, as Trustee, ("Borrower"), GREGORY A CARTHAN AND DOREEN A CARTHAN ("Mortgagee") and Continental Community Bank and Trust Company ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations (the "Subordinated Indebtedness") to CONTINENTAL COMMUNITY BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE FOR TRUST #9784 ("Mortgagor"):

A MORTGAGE DATED DECEMBER 30, 1994 AND RECORDED JANUARY 6, 1995 AS DOCUMENT NO. 95011440 MADE BY CONTINENTAL COMMUNITY BANK AND TRUST COMPANY FORMERLY KNOWN AS MAYWOOD-PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 27, 1994 AND KNOWN AS TRUST NUMBER 9784 TO GREGORY A CARTHAN AND DOREEN M CARTHAN TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$UNDISCLOSED..

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is secured by a mortgage dated 02-26-1999 from Mortgagor to Mortgagee (the "Subordinated Mortgage").

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOTS 31 AND 32 IN LOWRY'S SUBDIVISION OF LOTS 37, 38, 43 AND 44 IN BELLWOOD'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 611 BELLWOOD AVENUE, BELLWOOD, IL 60104-0000. The Real Property tax identification number is 15-09-312-006-0000 AND 15-09-312-007-0000.

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower, who may or may not be the same entity as Mortgagor, and Mortgagee each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (a) new credit or loan advances, (b) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (c) other benefits to Borrower. Now, therefore, Borrower and Now, therefore, Borrower and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Agreement.

LENDER'S LIEN. As a condition to the granting of the requested financial-accommodations, Lender has required that its mortgage or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Mortgage.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured thereby is hereby subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is hereby agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Agreement; (b) this Agreement is executed at Borrower's request and not at the request of Lender; (c) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (d)

4
P

UNOFFICIAL COPY

By: [Signature]
 ASSISTANT SECRETARY

By: [Signature]
 PRESIDENT

BORROWER: CONTINENTAL COMMUNITY BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE FOR TRUST #9784

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION AGREEMENT - MORTGAGE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS AGREEMENT, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST #9784 AND DATED DECEMBER 27, 1994.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Attorneys' Fees; Expenses. Mortgagee and Borrower agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Mortgagee and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including costs to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Mortgagee and Borrower also shall pay all court costs and such additional fees as may be ordered by the court.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the co-tenants of Borrower and Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration, or amendment to this Agreement shall be effective unless made in writing and signed by Lender, Borrower, and Mortgagee.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Mortgagee and Borrower agree upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois. Lender, Mortgagee and Borrower hereby waive the right to any jury trial in any action, proceeding or court action brought by either Lender, Mortgagee or Borrower against the other. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring Lender to grant to Borrower or to Mortgagee any financial assistance or other accommodations, or (b) as limiting or precluding Lender from the exercise of Lender's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall be a default under the terms of the Superior Indebtedness to Lender.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting notice of any kind to Mortgagee. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (a) make one or more additional secured or unsecured loans to Borrower, (b) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (d) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (f) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

MORTGAGEE'S WAIVERS. Mortgagee waives any right to require Lender: (a) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (c) to resort for payment or to proceed directly or at once against any person, including Borrower; (d) to proceed against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Agreement, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Borrower.

28933682

(Continued)

MORTGAGEE:

GREGORY A CARTHAN AND DOREEN A CARTHAN

[Signature]
GREGORY A CARTHAN

[Signature]
DOREEN A CARTHAN

LENDER:

Continental Community Bank and Trust Company

By: [Signature]
Authorized Officer

99233682

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 26TH day of FEBRUARY, 19 99, before me, the undersigned Notary Public, personally appeared GAIL NELSON TRUST OFFICER and ROGER BUCIAK ASST. SECRETARY of CONTINENTAL COMMUNITY BANK AND TRUST COMPANY, and known to me to be authorized agents of the corporation that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By DONNA GRANTHAM [Signature] Residing at 411 MADISON STREET
MAYWOOD, IL. 60153

Notary Public in and for the State of ILLINOIS

My commission expires _____



CORPORATE ACKNOWLEDGMENT

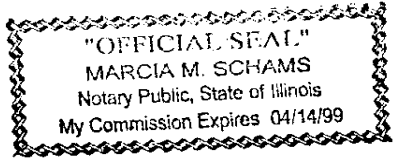
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this _____ day of _____, 19 _____, before me, the undersigned Notary Public, personally appeared of GREGORY A CARTHAN AND DOREEN A CARTHAN, and known to me to be authorized agents of the corporation that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By [Signature] Residing at 411 Madison Street
Maywood, IL 60153

Notary Public in and for the State of Illinois

My commission expires 04/14/99

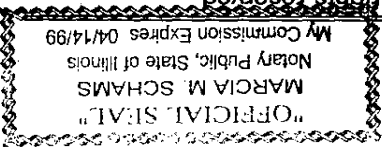


BOX 333-CTI

99233682

Property of Cook County Clerk's Office

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26b (c) 1999 CFI ProServices, Inc. All rights reserved. [IL-G211 GEORGETT.LN OR.OVL]



My commission expires 04/14/99

Notary Public in and for the State of Illinois

By *Marcia M. Schams*

Residing at 411 Madison Street Maywood, IL 60153

On this 26th day of February, 19 99, before me, the undersigned Notary Public, personally appeared Judith I. Glaser and known to me to be the Assistant Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

STATE OF ILLINOIS)
COUNTY OF COOK) ss

LENDER ACKNOWLEDGMENT

(Continued)