



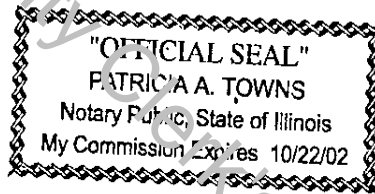
I, CATHERINE PALMER **OF ADVANTAGE TITLE COMPANY CERTIFIES**
THAT THE SUBORDINATION AGREEMENT **MADE BY** ANTONIO J. BELTON & ROCHELLE
TO AMAXIMIS LENDING, LIMITED PARTNERSHIP A. BELTON
ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.

SIGNATURE: *Catherine Palmer*
CATHERINE PALMER

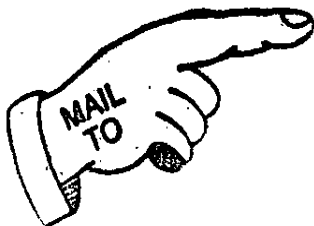
I, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, CERTIFIES, THAT CATHERINE PALMER OF ADVANTAGE TITLE COMPANY PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT RESPECTIVELY, APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USE AND PURPOSES THEREIN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

January 26th DAY OF
January ~~2000~~ 2002



Patricia A. Towns NOTARY PUBLIC



Box 156

UNOFFICIAL COPY

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WHEN RECORDED, MAIL TO:

AMAXIMIS LENDING, L.P.
Attention: Lance Burgess
8115 Camp Bowie Boulevard
Fort Worth, Texas 76116

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
THAT HAS BEEN DELIVERED FOR RECORDING.
ADVANTAGE TITLE COMPANY

Eura J. McHenry

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

*9800-4448 - copy
Advantage Title*

SUBORDINATION AGREEMENT

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 AGREEMENT, made as of the 24th day of November, 1998, by ANTONIO J. BELTON AND ROCHELLE A. BELTON, HUSBAND AND WIFE, owner of the land hereinafter described and hereinafter referred to as "Owner," and AMAXIMIS LENDING, LIMITED PARTNERSHIP, present owner and holder of the mortgage and note hereinafter described, and hereinafter referred to as "Mortgagee",

WITNESSETH

THAT WHEREAS, Owner did execute a mortgage dated March 31, 1998 to MORTGAGE NETWORK, USA, INC., as mortgagee, covering:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEROF AS SCHEDULE A.

which has a street address of

3627 TAMARIND LN
HAZEL CREST, ILLINOIS 60429

to secure a note in the sum of \$ 35,000.00, dated March 31, 1998, which mortgage was recorded as Document No. 98331335, on April 24, 1998 in the Official Records of Cook County; and

WHEREAS, Owner has executed, or is about to execute, a security instrument (mortgage or deed of trust), hereinafter "Security Instrument," and note in the sum not to exceed \$92,300.00 in favor of Norwest Mortgage, Inc., hereinafter referred to as "Lender", payable with interest upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith, and

DONE AT CUSTOMER'S REQUEST

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WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Mortgagee will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Mortgagee is willing that the Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Security Instrument securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the Security Instrument in favor of the Lender above referred to and shall supercede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Mortgagee declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land

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of the Security Instrument in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being made and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the Security Instrument in favor of Lender above referred to.

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.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

Mortgages:
AMAXIMIS LENDING, LIMITED PARTNERSHIP
By: AMAXIMIS COMPANY, L.L.C., General Partner

By: *Michele Moses*
Michele Moses, Mortgage Officer

Owner/ Borrower:

Antonio J. Belton
ANTONIO J. BELTON
Rochelle A. Belton
ROCHELLE A. BELTON

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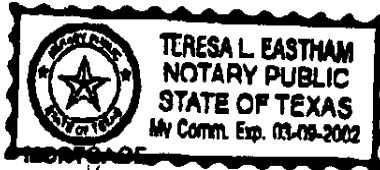
STATE OF TEXAS
COUNTY OF TARRANT

On 11-21-98, before me, the undersigned, a Notary Public in and for said State, personally appeared Michele Moses, personally known to me, a Mortgage Officer of Amaximis Lending, L. L. C., a Texas limited liability company, on behalf of said limited liability company, and the limited liability company acknowledged this instrument as General Partner of AMAXIMIS LENDING, LIMITED PARTNERSHIP, a Delaware limited partnership.

WITNESS my hand and official seal.

Teresa L Eastham
(Signature of Notary)

My commission expires:



SUBORDINATION AGREEMENT MORTGAGE

STATE OF Illinois
COUNTY OF DuPage

On _____ before me, the undersigned a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal.

Beatriz Acuilera
(Signature of Notary)

My commission expires:

