Cook County Recorder

30.50



840348108854040

| Mortgage Subordination Agreement | 0126438746 | |
|---|--|--|
| THIS AGREEN LIT is made this day of WAND FERLING PRUDENTIAL SAVINGS BANK ("Subordinating Party"), is 1730 LIBERTY AVENUE. PITTSBURGH, PA 15222 | whose address | |
| being given to WELLS FAPGO HOME MORTGAGE, INC. a CALIFORNIAcorporation ("Lender"). | , | |
| Recitals | | |
| 1. LENDER is making a mortgage loan (the "Loan") to: | | |
| RANDAL E. GROSS PATRICIA M. GROSS | | |
| ("Borrower") in connection with the acquisition or refinancing of certain premises address of 922. SHILOH DRIVE, ARLINGTON HE GHT. IL 60004. which premises are more fully described in Exhibit A attached hereto and incorporeference ("Property"). | | |
| 2. Borrower is the present owner of the Property or will at the time of the Loan be the owner of the Property, and has executed or is about to execute a McTrust in the sum of \$125.891.00 | ortgage/Deed of | |
| 3. Subordinating Party is also making a mortgage loan to to Borrower in 1 NINETY-NINE THOUSAND AND NO/100 | the amount of | |
| Dollars (\$ | of that certain, at Mortgage the office of the | |
| 4. LENDER is willing to make such loan to Borrower provided that LENDER obtained in the control of the control | tains a first lien | |

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage/Deed of Trust.

on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of

Trust to the lien in favor of LENDER in the manner hereinafter described.

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Subordinating Party further agrees that:

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- 2. Any future advance of funds or additional ieb) that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.
- 3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parces. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceeable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

| ^ | PRUDENTIAL SAVINGS BANK, FSB |
|--|--|
| WITNESS: | Subordinating Party |
| | By: (Signature) |
| %, | |
| SHAWN R SCALISE, AVP | Its: RAY A JETER SR., VICE PRESIDENT |
| Oje | (Title) |
| STATE OF PENSYLVANIA | <u>ا</u> |
| COUNTY OF ALLEGIENY |) SS.) |
| | 2002 |
| On this 61H day of FERRIA | / 1 |
| undersigned, a Notary Public in and RAY A JEIER SR. | for said county, personally appeared to me personally known, who being duly sworn, did say that |
| he/she is | |
| | and that foregoing |
| • | tion by authority of its Board of Directors, and he/she o be the voluntary act and deed of said corporation. |
| Witness my hand and notarial seal the day and y | |
| Whitess my hand and notatial scal the day and y | cai iast above withen. |
| My commission expires | disalleration |
| | Notary Public |
| and the second s | E NO L 02/14/02 |
| NOTARIAL SEAL LISA A. GRATTON, NOTARY PUBLIC | |
| CITY OF PITTSBURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES JUNE 12, 2006 | an in the second |
| WIT COMMENCE OF THE PARTY OF TH | |
| ک ے ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ ۔ | S Com |
| Prepared By and Mail To: | |
| Wells Fargo Home Mortgage | |
| 7495 New Horizon Way | |

Frederick, MD 21703

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Lot 333 in Greenbrier in the Village Green Unit No. 7, being a subdvision of part of the East 1/2 of the Northwest 1/4 of part of the Northeast 1/4 and part of the Southeast 1/4 all of Section 18, Township 42 North, Range 11, East of the Third Principal Meridian and a resubdivision of parts of Lot 10 and 11 in George Kirchhoff Estate Subdivision of part fo Section 12, and 13, Township 42 North, Range 10, East of the Third Principal Meridian and part of Section 7 and 18, Township 42 North, Range 11, East of the Third Principal Meridian, in the Village of Arlington Heights, Wheeling Township Cook County, Illinois.

Permanent Index #'s: 03-18-206-001-0000 Vol 0232

Property Address: 922 Shiloh Drive, Arlington Heights, Illinois 60004

Property of Cook County Clark's Office