

Mortgage Subordination Agreement 0126019967	
THIS AGREEMENT is made this 14TH day of JANUARY , 2003 by UNION NATIONAL BANK AND TRUST ("Subordinating Party"), whose addres and i	s S
being given to WELLS FANGO HOME MORTGAGE, INC. CALIFORNIA	ı
Recitals	
1. LENDER is making a mortgage loan (the "Loan") to:	
MARY C. BOURBON	
("Borrower") in connection with the acquirition or refinancing of certain premises with a property address of 1162 DRESDEN CT. HOFFMAN ESTA ES, IL 60195 which premises are more fully described in Exhibit A attached hereto and incorporated herein by	
reference ("Property").	,
2. Borrower is the present owner of the Property of vill at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of Trust in the sum of \$	f
3. Subordinating Party is also making a mortgage loan to the Borrower in the amount of SIXTY THOUSAND AND NO/100	ſ
Dollars (\$60,000.00	1

4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of

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

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

Party's Mortgage/Deed of Trust.

EM004L Rev. 02/13/02

UNOFFICIAL COPY

20407473

0126019967

Subordinating Party further agrees that:

1. Suborcinging Party will not exercise any foreclosure rights with respect to the Property, will not accept a deed in lieu of foreclosure, and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the property, without at least thirty (30) days' prior written notice to LENDER. All such notices shall be sent to:

WELLS FANGO HOME MORTGAGE, INC. P. O. BOX 4141 FREDERICK, MD 21705-4148

- 2. Any future advance of funds or additional debt 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 Noie 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 parties. 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 enforceed by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

UNOFFICIAL COPY

SORON RAS

0126019967

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

	UNION NATIONAL BANK AND TRUST
WITNESA: (\)	Subordinating Party
A LO FITA L VILLAGIAN	By:
- Assertation of the second	(Signature)
	STEPHEN M. KIRBY VICE PRESIDENT
Ox	(Title)
STATE OF	_)
COUNTY OF Kane) SS.
COUNT OF 1241C	ــ) -
On this day of	, 2003, before me, the
undersigned, a Notary Public in and Stephen M. Kirky	
of Wational Beinstrument was signed on behalf of said corporat	and that foregoing ion by authority of its Board of Directors, and he/she be the voluntary act and deed of said corporation.
Witness my hand and notarial seal the day and ye	ar last above written.
My commission expires 5-15-04	- Jahren
	Notary Public E 70 1L 02/14/02
JAY D. DEIHS	AY D. DEIHS Public, State of Illinois ission Expires 05/15/04

UNOFFICIAL CO

The land referred to in this commitment is located in the County of Cook Illinois and is described as follows: Lot 6 in Block 1 in the Resuldivision of Lots 4 to 10 in Block 6 and vacated Dresden Court in Aestbury Unit No. 3 Being a subdivision of Part of the south Fast 1/4 of Section 19, Township 42 North, Range 10 East of the Third principal meridian and resubdivision of parts of Lots and vacated streets in Howie in the hills Unit No. 3 and 4 being a subdivision in said South East 1/4 of Section 19, according to the Plat thereof recorded in the recorder of Deeds on February 3, 1978 ents Office as Document No. 24312027

PIN# 02-19-430-067

, State of