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1998-11-18 12:43:19
Cook County Recorder 23.50



Residential Title Services
1910 S. Highland Ave., Suite 202
Lombard, IL 60148

RI 104183

SUBORDINATION OF MORTGAGE OF TRUST DEED
LOAN NUMBER: 01-74705778

WHEREAS, ULRIKE A. SIERRA, hereby executed a mortgage dated _____ and recorded in the recorder's office of COOK County, Illinois as document No. _____ did convey unto U. C. LENDING, ITS SUCCESSORS AND/OR ASSIGNS, a mortgage to certain premises in COOK County, Illinois, described as:

LOTS 29 AND 30 IN BLOCK 2 IN ADAMS SCHAAF AND W. A. KREIDLERS ADDITION TO SOUTH OAK PARK BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 15-13-412-066-0000 VOL. 164

**COMMONLY KNOWN AS: 938 HANNAH AVE.
FOREST PARK, IL 60130**

To secure a note for TWENTY-TWO THOUSAND AND NO/100 (\$22,000.00) with interest payable as therein provided and ;

WHEREAS, the undersigned have some right, interest and claim in and to said premises by reason of;

A MORTGAGE made by ULRIKE A. SIERRA, to secure payment of a mortgage for \$70,000.00 dated FEBRUARY 20, 1993 and recorded MARCH 2, 1993 as Document 93154098 an subsequently modified to \$77,000.00 by modification agreement dated NOVEMBER 10, 1997 and recorded NOVEMBER 18, 1997 as Document 97863853 but is willing to subject and subordinate said right, interest and claim to the lien of the above described mortgage to U. C. LENDING, ITS SUCCESSORS AND/OR ASSIGNS.

NOW THEREOF, the undersigned in consideration of the premises and the sum of ONE DOLLAR (\$1.00) paid to the undersigned, receipt of which is hereby acknowledged, do hereby covenant and agree with U. C. LENDING, ITS SUCCESSORS AND/OR ASSIGNS, as holder of the note secured by said Mortgage that the right, interest and claim of the undersigned is and shall be and remain at all times subject and subordinate to the lien of the Mortgage to U. C. LENDING, ITS SUCCESSORS AND/OR ASSIGNS, as aforesaid, for all advances made or to be made under the provisions of said Mortgage or on the notes secured thereby and for all other purposes specified therein; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WITNESS the hand and seal of LIBERTY FEDERAL BANK, PO BOX 386, HINSDALE, IL 60521, This the 21st day September, 1998.

BY: *[Signature]*
DONALD A. BERG, SR. VICE PRESIDENT

ATTEST: *[Signature]*
MARK F. METZGER, ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)SS
COUNTY OF COOK

I, MARTIN WILLIAM LOTZ, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT DONALD A. BERG is personally known to me to be the SR. VICE PRESIDENT of LIBERTY FEDERAL BANK and MARK F. METZGER, is 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 the day in person and severly acknowledged that as such SR. VICE PRESIDENT and ASSISTANT VICE PRESIDENT they signed and delivered the said instrument as SR. VICE PRESIDENT and ASSISTANT VICE PRESIDENT of said Corporation, 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 their free and voluntary act and deed of said corporation, for uses and purposes therein set forth and given under my hand and notary seal the 21ST day of September 1998.

[Signature]
NOTARY PUBLIC

"OFFICIAL SEAL"
MARTIN WILLIAM LOTZ
Notary Public, State of Illinois
My Commission Expires 5-12-2002

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Loan No: 036401004615

Date ID: 666

Confidentiality. Borrower and Lender agree that the mediation and arbitration proceedings are confidential. The information disclosed in such proceedings cannot be used for any purpose in any other proceeding.

Claims Excluded from Mediation and Arbitration. Notwithstanding the foregoing, neither Borrower or Lender can require the other to mediate or arbitrate (i) foreclosure proceedings, whether pursuant to judicial action, power of sale, assent to a decree or otherwise, proceedings pursuant to which Lender seeks a deficiency judgment, or any comparable procedures allowed under applicable law pursuant to which a lien holder may acquire title to or possession of any property which is security for this Transaction and any related personal property (including an assignment of rents or appointment of a receiver), upon default by the Borrower on the Transaction or (ii) an application by or on behalf of the Borrower for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtors, through the institution of appropriate proceedings; or (iii) any Claim where Lender seeks damages or other relief because of Borrower's default under the terms of a Transaction. Enforcement of this section will not waive the right to arbitrate any other Claim, including a Claim asserted as a counterclaim in a lawsuit brought under this section.

Effect of Rescission. If Borrower has the right to rescind this Transaction, rescinding it will not rescind this Agreement.

No Other Arbitration Agreements. This Agreement is the only agreement between Lender and Borrower regarding alternative dispute resolution, and supersedes any prior agreements to mediate or arbitrate Claims. This Agreement may only be modified by a written agreement between Lender and Borrower.

BORROWER AND LENDER AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY OF ANY AND ALL CLAIMS.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Eugene C. Beam(Seal) CB
EUGENE C. BEAM —Borrower

Ulrike A. Beam(Seal) UAB
~~ULRIKE A. SIERRA-ENK-BEAM~~ —Borrower
ULRIKE A. BEAM

[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of DUPAGE

§
§

The foregoing instrument was acknowledged before me this 25th day of September, 19 98, by
EUGENE C. BEAM AND ULRIKE A. SIERRA-ENK-BEAM

[Signature]
Notary Public

MARIA A. PEREZ
(Printed Name)

My commission expires: 6/22/02

