09:18:30

Cook County Recorder

27.50

lecording Return To: FIRSTPLUS FINANCIAL, INC. 1600 Vicer 3rd Floor Dallas, Tx. 75235 ATTN:SUBORDINATION LOAN #3001068852

SUBORDINATION AGREEMENT FATILY CIBTYYD STATE OF ILLINOIS

COUNTY OF COOK

THIS SUBORDINATION AGREEMENT, hereinafter referred to as Agreement, is made and entered into this \_ day of Normal 1998, by and among the WILLIAM T. JERRICK AND SUZANNE JERRICK, HUSBAND AND WIFE AS JOINT TENANTS(Borrower), SOURCE ONE MORTGAGE SERVICES. CORPORATION(the Lender) and FIRSTPLUS FINANCIAL, INC.(the Subordinating Party).

#### V/ITNESSETH

WHEREAS, the Lender as a condition precedent to the origination of a Loan to the Borrower, the Lender requires the subordination of the lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower(s), the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this agreement is located at 4228 ADELINE, DRIVE, CAK LAWN, IL 60453, and is more particularly described as follows:

### SEE EXHIBIT "A"

2. The superior debt is more fully described in a note in the original principal sum of not to exceed \$140,696.00, executed by Borrower(s), made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the Security Instrument Records of the above county.

The Superior debt shall mean all debts and liabilities, including any future indebtedness of

# **UNOFFICIAL COPY**

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Borrower(s) secured by the Security Instrument whether such debts or liabilities may now exist or are hereinafter incurred or arise, and whether the obligation or liability of Borrower(s) thereon be direct, contingent, primary, secondary, joint, several or otherwise and irrespective of whether such debts or liabilities be evidenced by note, contract, escrow account or otherwise, and irrespective of the person or persons in whose favor such debts or liabilities may, at their inception have been or may hereafter be created or the manner in which they have been or may hereafter be acquired by the undersigned.

- 3. The subordinated debt is more fully described in a note in the original principal sum of \$30,00,00, executed by WILLIAM T. JERRICK AND SUZANNE JERRICK, HUSBAND AND WIFE made payable to ROCK FINANCIAL CORP., and secured by a Deed of Trust dated OCT GBER 11, 997, and filed for record on NOVEMBER 18,1997 in DOCUMENT NO. 97865762 or the Real Property Records of said County. This Deed of Trust was assigned to FIRSTPLUS FUVENCIAL, INC., and secured by a Corporation Assignment of Deed of Trust filed for record on JANUARY 2, 1998 in DOCUMENT NO. 98000390 of the Real property Records of said County.
- 4. The Subordinating Party v ho is now the holder of the subordinated debt, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
- 5. This Agreement constitutes a continuing subordination until the superior debt and any renewal, extensions, or other liabilities arising out of said debt or any part thereof is repaid in full. This Agreement is cumulative of all other rights and sacrifities of Lender. No waiver by Lender of any right hereunder with respect to a particular payment shall affect or impair its rights in any matters thereafter occurring.
- 6. This Agreement shall be governed by the laws of the State of ILLINOIS
- 7. This Agreement is binding upon and shall inure to the benefit of the neirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this $9 \approx \text{day of } =$	November 1998.
}  -  -	CONTRACTOR OF BANK
	SUBORDINATING PARTY:
l je	FIRSTPLUS FINANCIAL, INC.
	By Killy Eddy
Borrower	Its: KELLI EDDY
Borrower	ASSISTANT VICE-PRESIDENT

## **UNOFFICIAL COPY**

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

**COUNTY OF DALLAS** 

(Corporate Acknowledgment)

**BEFORE ME.** the undersigned authority, on this day appeared **KELLI EDDY** the **ASSISTANT VICE-PRESIDENT** of **FIRSTPLUS FINANCIAL**, **INC.**, known to me to be the person whose name is subscribed to the foregoing-instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this Tax of Muer

**NOTARY PUBLIC** 

State of Texas
Comm. Exp. 08-11-2001

Notary Public, State of <u>Texas</u>

Notary's Name: JOSEPH STEVE BALLEY JR

Notary's Commission Expires:8-11-2001

08073088

FIRST AMERICAN NITLE INSURANCE COMPANY 30 North La Salle Suite 300, Chicago Il 60602

> ALTA Cromitment Schedule C

File No.: C137440

### LEGAL DESCRIPTION:

LOT 9 IN 3RD ADDITION TO JOLLY HOMES BEING A RESURDIVISION OF LOT 63 IN LONGWOOD ACRES AND ALSO LOT 71 IN LOT ADDITION TO JOLLY HOMES BEING A RESURDIVISION OF LOTS 58 TO 60 IN LONGWOOD ACRES BEING A SURDIVISION OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 TO THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOT B IN JOLLY HOMES BEING A RECURDIVISION OF LOTS 57 AND LOT 64 (EXCEPT THE SOUTH 17 FEET THEREOF) IN LONGWOOD ACRES AFORESAID IN COOK COUNTY, ILLINOIS.

24-15-415-039