## UNOFFICIAL COPY

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RECORDING REQUESTED BY

NOVUS Financial Corporation 4909 East 26th Street

Sioux Falls, SD 5277 940-2-390-383054 08131708 3931/0047 49 001 Page 1 of

This Space Reserved for Recorder

51.50

SUBORDINATION AGREEMENT

This Agreement, made this 23RD day of November, 1998

BY: RICHARD SARNOWSKI AND JANET SARNOWSKI HUSBAND AND WIFE owner(s) of the land hereinafter described ("Owner"), and NOVUS Financial Corporation, present owner and holder of the note and mortgage first hereinafter described ("NFC");

#### **WITNESSETH**

WHEREAS, In order to secure a loan in the principal amount of \$\frac{48,000.00}{28,000.00} plus interest thereon, Owner did execute a mortgage in favor of NFC, dated \( \frac{08/02/1996}{28.000} \), which mortgage was recorded on \( \frac{08/13/96}{28.000} \) as Document Number \( \frac{96616694}{20.000} \) or in BOOK \( \frac{N/A}{20.000} \) in the County of \( \frac{COOK}{20.000} \) OF ILICNOIS covering the premises at \( \frac{1509}{20.000} \) EAST ETON DR ARLINGTON HEIGHTS, IL \( \frac{60004}{20.0000} \) more particularly loscribed in Exhibit "A" attached hereto and made a part hereof by reference.

### WHEREAS, G.E. CAPITAL MORTGAGE

("Lender"), is about to loan the sum of \$\frac{188.600.00}{200.000}\$ through a promissory note to Owner, secured by a mortgage on and covering the above- described premises; and

WHEREAS, Lender is willing to make such loan, provided that the mortgage held by NFC is subordinated to the lien of the mortgage about to be race in favor of Lender as set forth above.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, IT IS HEREBY DECLARET, UNDERSTOOD AND AGREED as follows:

- 1. NFC and Owner hereby covenant, consent and agree that the above-mentioned mortgage held by NFC is and shall continue to be subject and subordinate in lien to the lien of the mortgage about to be made in favor of Lender as stated above. NFC and Owner further agree that the lien of the mortgage in favor of Lender is and shall continue to be a lien prior to and superior to the lien of the mortgage in favor of NFC.
- 2. NFC and Owner declare and acknowledge that they intentionally subordinate the mortgage in favor of NFC to the mortgage in favor of Lender, and understand that in reliance upon and in consideration of this subordination, Lender will make its loan to Owner and Lender would not make said loan but for this subordination.

03-09-313-005

O'Connor Title Services, Inc.

#62.441365

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- 3. Such subordination shall be for the principal sum of said note of Lender and accrued interest thereon, but shall not apply to future advances whether pursuant to a Future Advance clause or otherwise.
- 4. This Subordination Agreement contains the whole agreement between the parties hereto as to the priority of the mortgage of NFC and the mortgage about to be made in favor of Lender, and there are no other agreements, written or oral, outside and separate from this Agreement, and all prior negotiations, if any, are merged with this Agreement.

IN WITNESS WHEREOF, NFC and Owner have executed this instrument on the day and year first above written.

NOVUS Financial Corporation

Openty

Printed Name: DEBORAH S RICHARDS VICE PRESIDENT OWNER Printed Name: OWNE ?

STATE OF SOUTH DAKOTA) SS: COUNTY OF MINNEHAHA )

12 Clart's On this 23RD day of NOVEMBER, 1998, before me personally appeared DEBORAH S RICHARDS known to me to be the VICE PRESIDENT of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

Printed Name:

CONNIE BUIE

Notary Public, State of South Dakota

My commission expires: My Commission Expires 10/22/04

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etate of Illinois County of Lake	) SS:	
is subscribed purposes there	known to me (	nbes , 1998 , before me personally appeared or satisfactorily proven) to be the person whose name d acknowledged the he/she executed the same for the
۸ ۲	NOTARY PUBLIC, STATE OF ILLINOIS BY COMMISSION EXPIRES 7/23/2002	My commission expires:
STATE OF	, C	
COUNTY OF	) SS: )	94
On this	day of . known to me (or satisfacto	, 199, before me personally appeared rily prov(n) to be the person whose name is subscribed
to the within contained.	instrument and acknowledged	that he/shc executed the same for the purposes therein
		Notary Public, State of  My commission expires:
		MI COMMITTONSON CUNTICO.



### EXHIBIT A

### LEGAL DESCRIPTION

LOT 35 IN CAMBRIDGE OF ARLINGTON HEIGHTS UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID: 03-09-313-005

Property of Cook County Clerk's Office