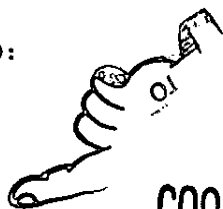


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7611/0023 15 005 Page 1 of 4
1998-12-14 13:48:46
Cook County Recorder 27.50

PREPARED BY AND
WHEN RECORDED MAIL TO:
Mellon Bank

2 Mellon Center
Room 850
Pittsburg, PA 15259



COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

Attn: Subordination Dept.

SPACE ABOVE FOR RECORDERS USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 18th day of November, 1998, by Anthony J. Kujawa and Julie A. Kujawa, his wife, as joint tenants, owner of the land hereinafter described and hereinafter referred to as "Owner," and Mellon Bank, N.A., present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Anthony J. Kujawa and Julie A. Kujawa, his wife, joint tenants, did execute a deed of trust, dated December 21, 1995, covering:

The South 1/2 of the West 125 feet of the following described property:
The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 36 North, Range 15, East of the Third Principal Meridian, (excepting the South 528 feet therefrom and except the West 33 feet thereof), in Cook County, Illinois.

Property Address: 17711^{1/2} South Henry Street, Lansing, Illinois 60438.

TAX MAP OR PARCEL ID NO.: 30-29-326-067

to secure a note in the sum of \$15,212.00 in favor of Mellon Bank, N.A., which deed of trust was recorded December 28, 1995, as Document No. 95900990, of Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note NOT TO EXCEED THE SUM OF \$116,250.00, dated 12/04/98, in favor of Accubanc Mortgage Corporation hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender and;

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said deed of trust securing said note in favor of Lender, ~~any renewals or extensions thereof~~, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned

(2) That Lender would not make its loan above described without this subordination agreement

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and (i) ~~approves all provisions of the note and deed of trust in favor of Lender above referred to and~~ (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lenders loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans

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and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been place upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Mellon Bank, N.A.:

Roy T. Maudek
By: ASST BANKING OFFICER

Anthony J. Kujawa
Anthony J. Kujawa

Julie A. Kujawa
Julie A. Kujawa

Owners

All Signatures must be Acknowledged

State of PA County of ALLEGHENY
On 11-18-98 before me, PEBBY BEAN notary
public, personally appeared ROY T MAUDEK

_____ personally known to me - OR - _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Raebeth C. Bean

Signature of Notary
Notarial Seal
Raebeth C. Bean, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 22, 2001
Member, Pennsylvania Association of Notaries

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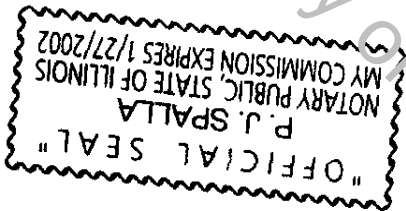
State of Illinois

County of Cook } SS.

On December 6th before me, [Signature] (DATE) (NOTARY)

personally appeared Anthony J. Rayner Julie A. Kupiec (SIGNER(S))

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OTHER