

UNOFFICIAL COPY

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STATE OF ILLINOIS )  
 ) SS 90507588  
COUNTY OF COOK )

14<sup>00</sup>

SUBORDINATION AGREEMENT

This Subordination Agreement is made this 15th day of October, 1990, by SEARS, ROEBUCK AND COMPANY (hereinafter referred to as "Prior Party").

WHEREAS, Prior Party is the owner and/or holder of the following lien documents and of the Note evidencing the indebtedness secured thereby:

1. Security Instrument dated May 22, 1990, Account #171377162192 and recorded June 1, 1990, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 90 U 11798 made by JOHNNY EPPERSON and NELL T. EPPERSON, his wife, and LOIS D. FELICIANO as Debtor to Prior Party covering certain described chattels on the real estate described in Exhibit "A" attached hereto ("Property");

All of which aforescribed documents are hereinafter referred to as the "Prior Party Loan Documents."

WHEREAS, Prior Party has agreed with HOME SAVINGS OF AMERICA, F.A. (the BANK) that the Prior Party Loan Documents shall be subordinated to the lien of the Bank evidenced by the liens and encumbrances hereafter referred to.

NOW, THEREFORE, for value received, Prior Party, for itself, its successors and assigns, hereby subordinates the lien of the Prior Party Loan Documents and the indebtedness secured thereby in all respects to the lien created by the following documents relating to

90507588

00203288

STATE OF ILLINOIS )  
) ss )  
) COUNTY OF COOK )



SUBORDINATION AGREEMENT

This Subordination Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_

October, 1998, by and between, HOBBS AND COMPANY (hereinafter referred to as "Prior Party").

WHEREAS, Prior Party is the owner and/or holder of the following lien documents and of the Note evidenced by the indebtedness secured thereby:

1. Security Instrument dated May 22, 1990, Account #1173716210 and recorded June 1, 1990 in the Office of the Recorder of Cook County, Illinois, Document No. 90 0 11738 made by JERRY HOBBS and wife T. HOBBS, his wife, and LOIS B. HOBBS as debtor to Prior Party covering certain described chattels of the real estate described in Exhibit "A" attached hereto ("Property");

All of which aforementioned documents are hereinafter referred to as the "Prior Party Lien Documents."

WHEREAS, Prior Party has agreed with HOME SAVINGS OF AMERICA, F.A. (the BANK) that the Prior Party Lien Documents shall be subordinated to the lien of the BANK evidenced by the lien and encumbrances hereinafter referred to.

NOW, THEREFORE, for value received, Prior Party, for itself, its successors and assigns, hereby subordinates the lien of the Prior Party Lien Documents and the indebtedness secured thereby in all respects to the lien created by the following documents relating to

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the Property and the indebtedness secured thereby in favor of the Bank:

(a) Mortgage dated Oct. 10, 1990, in the amount of ONE HUNDRED EIGHT THOUSAND AND NO/100 (\$108,000.00) DOLLARS, made by JOHNNY D. EPPERSON and NELL T. EPPERSON, his wife, and LOIS D. FELICIANO in favor of HOME SAVINGS OF AMERICA F.A. and recorded on October - 17<sup>th</sup>, 1990 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 90507587;

Further, Prior Party agrees not to commence foreclosure of its liens and/or security interests or take any other action to force the sale of the property legally described above unless Bank has commenced to foreclose its lien and/or its security interest in said property. This Agreement shall be binding upon the Prior Party, its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

This Agreement may not be modified except in writing, and such modification must be signed and acknowledged by Bank.

This Agreement has been executed as of the day and year first above written.

SEARS, ROEBUCK AND COMPANY

By: 

Its: J. S. Matters

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

BOX 333-GG

Prepared By and Mail To:  
MARK W. DWYER, ERNST & DWYER  
452 North York Road, Elmhurst, IL 60126

90507588

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The property and the indebtedness secured thereby in favor of the Bank:  
to, Matrons dated Oct. 10, 1990, in

the amount of ONE HUNDRED EIGHT THOUSAND AND NO/100 (\$108,000.00)  
dollars, with ROYAL D. PETERSON and WELLS T. PETERSON, his  
wife, and LOIS D. PETERSON in favor of HOME SAVINGS OF AMERICA  
F.A. and recorded on \_\_\_\_\_, 1990 in the Office  
of the Recorder of Deeds of Cook County, Illinois, as Document No.

\_\_\_\_\_;  
Further, Prior Party agrees not to commence foreclosure  
of the lien and/or security interests or take any other action to  
force the sale of the property legally described above unless Bank  
has consented to foreclosure. The lien and/or its security interest in  
said property, this agreement shall be binding upon the Prior Party,  
the successors and assigns, and shall inure to the benefit of the  
Bank and the successors and assigns.

This Agreement may not be modified except in writing, and  
such modification must be signed and acknowledged by Bank.  
This Agreement has been executed as of the day and year  
first above written.

FRANK, ROEBUCK AND COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BOX 883 - GG

Prepared by and Mail To:  
MARK W. DWYER, FRANK & DWYER  
455 North York Road, Wheeling, IL 60156

000005288

# UNOFFICIAL COPY

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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK         )

I, Marilyn J. Croy, Notary Public in and  
for said County in the State aforesaid, DO HEREBY CERTIFY that

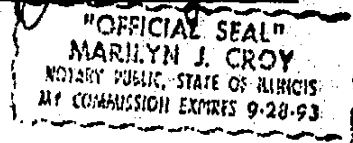
J. S. Watters

and \_\_\_\_\_

personally known to me to be the same persons whose names are  
subscribed to in the foregoing instrument, appeared before me this  
day in person and acknowledged that they signed and delivered said  
instrument as their free and voluntary act for the uses and purposes  
therein set forth.

GIVEN under my hand and Notarial Seal this 15th day  
of October, 1990.

*Marilyn J. Croy*  
Notary Public



90507588

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, Notary Public in and  
for said County in the State aforesaid, DO HEREBY CERTIFY THAT

\_\_\_\_\_ and  
\_\_\_\_\_ personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that they signed and delivered said  
instrument of their free and voluntary act for the uses and purposes  
 therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 1990.

NOTARY PUBLIC  
STATE OF ILLINOIS  
\_\_\_\_\_

Notary Public

Property of Cook County Clerk's Office

980204288

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## LEGAL DESCRIPTION

The South 154.3 feet (except the West 50 feet and except the East 150 feet thereof) of Lot 23 in Block 2 in Wolf Road Highlands, Robertson and Youngs Subdivision in Section 7, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 1                      5-07-215-028-000

Common Address:            5412 Hawthorne Avenue  
Berkeley, IL 60162

Property of Cook County Clerk's Office

90507588

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## LEGAL DESCRIPTION

The South 1/4 of Section 12, Township 33 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

5-07-217-008-000

P.L.N. 1

PAIS Barchrose Avenue  
Berkley, IL 60182

Common Address:

Property of Cook County Clerk's Office

3020X2RB