RECORDING REQUESTED BY:

90198995

WHEN RECORDED MAIL TO:

Mountain States Mortgage Center, Inc. 1333 East 9400 South Sandy, Utah 84093

DEPT-01 RECORDING \$13.
T#2222 TRAN 4577 05/01/90 15:15:00
#1255 # 38 *-90-198995

COOK COUNTY RECORDER

THIS SPACE FOR RECORDER'S 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 WATER SECURITY INSTRUMENT.

THIS ACREEMENT, made in a 16 tiplay of February . 1990, by

JOSEPH N. JOHNSON AND RENEE A. JOHNSON, HIS WIFE owner of the land hereinafter de cribed and hereinafter referred to as "OWNER", and

R. D. MCGLYNN, TRUSTEE PIONEER BANK AND TRUST COMPANY
present owner and holder of the morty se and note first hereinafter described and hereinafter referred to as "BENEFICIARY";

WITHESSEIN

THAT WHEREAS. JOSEPH N. JOHNSON AND RENEE A. JOHNSON

Trust deed

Jid saccule & EXMENT. doted 1/26/87 SAXXXXX to R. D. MCGLYNN, TRUSTEE, PIONEER BANK
AND TRUST COMPANY, COVERING
LOT 39 IN BLOCK 4 IN ENGLEWOOD ON THE HILL A SUBDIVISION OF THE SOUTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

20-18-420-010

6125 South Wood, Chicago, Illinois

90198995

to secure a note in the sum of \$9,330.60 , dated 1/26/87
. In favor of R. D. MCGLYNN, TRUSTEE, PIONEER FANK AND TRUST COMPANY and which mortgage was recorded2/25/87 as doc # 87108181

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of \$44,218.00dated 2/5/90, in favor of Hountain States Hortgage Centers, inc.

referred to as "LENDER", psyable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loss that said mortgage last above mentioned real unconditionally be and remain at all times a lies or charge upon the land hereinbefore described, prior and superior to the lies or charge of the nortgage first above mentioned; and

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

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such losh to Owner; and Beneficiary is willing that the sortgage 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 mortgage first above mentioned.

NOW, THEREFORE, In consideration of the sutual 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 tender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage securing said note in favor of Lender, and 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 mortgage first above mentioned.
 - (2) That Lender would not make its luan above described without this subordination agreement.

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Property of Cook County Clerk's Office

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 the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those 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 mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (I) 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 Lender's 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 agrees, ment or agreements shall not defeat the subordination havelin made in whole or in part;
- He intentionally and unconditionally waives, relinquishes and subordinates that 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 to mis 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 endorsemint has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this its rument 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 OR WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Beneficiary

- FONLE H. COMMSE Owner

(ALL SIGNATURES MUST BE NOTARIZED)

State of Illinois County of Cash

Attreen a Surie a note that Geral Me Hynn

ynn personelly appea

Petricia d'Amie

"OFFICIAL SEAL"
T. Muzquiz
Hotary Public, State of Mineis
My Commission Expires 7/12/93

STATE OF ILLINOIS COUNTY OF COOK

I, T. Muzquiz, a Notary Public in and for said county and state, do hereby certify that Joseph N. Johnson and Renee A. Johnson personally appeared before me on this 10th day of April, 1990.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "A")

MAN IO BOX 419

1265 (6/72)

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