

# UNOFFICIAL COPY

to secure a note in the sum of \$ 6,291.00 dated 10/15/1990 in favor of American General Finance, which mortgage was recorded in Cook County, Illinois, on page 9042751, 55,481.00, document no. 9042751, 55,481.00, dated November 15, 1991, in favor of Mountain State Mortgage Centers, Inc., hereinafter referred to as "LENDER", payable 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 loan that said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinafter described, prior and superior to the mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan 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 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 mortgage 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 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 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 loan above described without this subordination agreement.

Emmy Title  
415 N. LaSalle/Suite 402  
Chicago, IL 60611

LE 12-3 582

DEPT-01 RECORDING  
13333 TRAN 5575 12/26/91 15:21:00  
C/K/M/ 9032 SOUTH MERRILL HWY, CHICAGO, IL 60611  
91-678836  
COOK COUNTY RECORDER  
\$13.50

P.I.N. 2501-226-443

Lot 11 (except the north 15 feet thereof) north 22-1/2 feet of lot 12, in block 12 in South Shores Gardens, a subdivision in the northeast 1/4 of section 1, Township 37 N. range 14, east of the third principal Meridian, in Cook County, Illinois.

owner of the land hereinafter described and hereinafter referred to as "OWNER", and present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "BENEFICIARY";

THAT WHEREAS, Michael A. Robinson and Lillian A. Robinson did execute a mortgage, dated October 15, 1990 covering:

THIS AGREEMENT, made this 31 day of October, 1991, by Michael A. Robinson and Lillian A. Robinson

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.

91678836 SUBORDINATION AGREEMENT

THIS SPACE FOR RECORDER'S USE

MOUNTAIN STATE MORTGAGE  
1333 EAST 9400 SOUTH  
SANDY UTAH 84093  
ATTN: SHERRY

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

91678836

MAIL TO

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91678836

Property of Cook County Clerk's Office

011/10/2011 10:00:00 AM  
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April 14

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

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and mortgage 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 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 mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans 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 placed upon the note secured by the mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage 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.

Denise Ries Denise Ries Assistant Manager Beneficiary  
Michael A. Robinson Michael A. Robinson Owner  
Lillian A. Robinson Lillian A. Robinson

(ALL SIGNATURES MUST BE NOTARIZED)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

On this 13 day of Nov, 1991, personally appeared before me, the undersigned, a Notary Public in the state of \_\_\_\_\_, County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) they subscribed to the within instrument, and acknowledged that they executed the same.

[Seal] "OFFICIAL SEAL"  
 ROSE MARY BROUGHTON  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 9-27-92

Rose Mary Broughton  
 Notary Public

91078836

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

On this 23rd day of Nov, 1991 personally appeared before me, the undersigned, a Notary Public in the State of Illinois, County of Cook, personally appeared MICHAEL A. ROBINSON known to me or proved to me on the basis of satisfactory evidence to be the persons whose names(s) he subscribed to the within instrument, and acknowledged that he executed the same.

[Seal]

Jill Washington  
 Notary Public

OFFICIAL SEAL  
 JILL WASHINGTON  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES OCT. 28, 1993

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91675536

COOK COUNTY CLERK'S OFFICE  
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WWW.COOKCOUNTYCLERK.COM