# UNOFFICIÂL COPY

COOK COUNTY, BUT MOIS

1992 AUG 26 PM 3 18

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### SUBORDINATION AGREEMENT

STATE OF

Illinois

) **SS**.

COUNTY OF

Kane

This Agrant on is made as of the 18th day of

1992 . by the

Coposte American Federal C.U.

(hereinafter referred to as "Mortgages").

#### WITNESSETH:

WHIREAS, on July

3 , 1991

(hereinaiter collectively referred to as "forrower") executed a Security Agreement (hereinaiter referred to as the "Mortgage") to Mortgages, encumbering the real property described on Exhibit A and certain fixtures and personal property described in the inurgage (such real and personal property and fixtures, any and all lesses, rents, issues, profits and confracts relating thereto being hereinaiter referred to as the "Property"), to secure a promissory note in the original principal sum of 13,500.00 , recorded in Book October 17, 1991 beginning at page , in the records of the of Kane County, 1311note ; and

WHEREAS, a loan is being made to Borrower by SEARS MORTGAGE CORPORATION ("Lander") in the original principal amount of 150,000,00 (the "Loan"); and

WHEREAS, Lander requires as a condition of the Loan, that Moragese subordinate the Mortgage, together with all other documents now or hereafter evidencing, securing or otherwise relating to any of the obligations secured or to be secured by the Mortgage, to the documents evidencing and securing the Loan from Lander so that such documents shall create a lien upon the Property supplier to the Mortgage and the indebtedness thereby secured;

NOW, THEREFORE, Mortgages, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provision of the Mortgage or any instrument or document relating thereto, that the iten of the Mortgage and all rights of Mortgage in and to the Property, including but not limited to any and all interest, rights powers and remedies arising under or by virtue of the Mortgage, or any and all other instruments now or heresfier evidencing, securing or otherwise relating to any of the obligations expressly subordinate to, and does hereby subordinate and declare to be subordinate the lien of the Mortgage and the aforessid interests, rights, powers and remedies to (1) the lien of the Mortgage (the "Security Instrument"), the Security Instrument to be filled for record contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the records of the contemporaneously with this Agreement in the contemporaneously with the contemporaneou

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County, 1111nots , (ii) the indebtedness secured by the Security Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest accrued or to accrue on any of such indebtedness, (iii) all other loan documents executed in connection with the Loan, and (iv) any modifications, amendments, renewals, replacements and alterations of the Security Instrument or the note or notes secured thereby. Mortgages further agrees that in the event of default under the Mortgage or default under the Security Instrument and the foreclosure by Mortgages or Lander under their respective security instruments, all right, lien and claim of Mortgages in and to the Property under the Mortgage shall be subordinate to and payable only following complete setisfaction of all right, lien and claim of Lender in and to the Property under the Security Instrument.

Mortgages hereby acknowledges that Lender shall rely upon this Agreement in extending the Loan which shall be secured by the Security Instrument, and that Lender shall have been induced to extend the Loan by the representations and agreements made by Mortgages herein.

This Agreement shall be construed in accordance with the laws of the State of 177 inota

Mail to: Sears Mortgage Carp 100 Deerpath ROAD Vernon Hells, Il boils Mortgagee

By Carl Read

Sworn to and subscribed before me this 20 day of August 1992

Witness

Notary Public

My Commission Expires: 3(6)

OFFICIAL SEAL "
KIM M. BITTERMAN
HOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/12/94

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### **UNOFFICIAL COPY**

IN THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS.

3004 C

PIN: 02-25-227-017

which has the address of 388 ANDRA COURTS, GILBERTS

Illinois

60036

("Property Address");

(Zip Code)

ILLINOIS-Single Family-Famile Man/Freddle Mac UNIFORM INSTRUMENT
WAS HORIGAGE FORMS \* 151

VMP MORTGAGE FORMS \* (313)293-8100 \* (800)621 (2)1

XC18000

(Street, City),