

UNOFFICIAL COPY

RECORDING REQUESTED BY:

92226797

WHEN RECORDED MAIL TO:

INVESTORS TITLE GUARANTEE, INC.
312 West Randolph Street
Suite 600
Chicago, Illinois 60606

RETURN TO BOX 43

SPACE ABOVE THIS LINE 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 LATER SECURITY INSTRUMENT.

THIS AGREEMENT is this 3rd day of January, 1992, by

Donald A. Cole and Mary L. Cole

DEPT-01 RECORDING \$23.00
T91111 TRAM 4414 04/03/92 13:49:00
41542 : A * 92-226797
COOK COUNTY RECORDER

owner of the land hereinafter described and hereinafter referred to as "Owner," and
American General Finance, Inc.

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Donald A. Cole and Mary L. Cole did execute a deed of trust dated June 3, 1991, to N/A MORTGAGE, as trustee, covering:

COMMITMENT NUMBER: C-36942

That part of Lot 15 described as follows: Beginning at the Northwest corner of Lot 15; thence East along the North line of Lot 15, 29.05 feet, thence South 60.0 feet to a point which is 22.52 feet West of the East line of Lot 15 measured at right angles to the East line; thence Southeasterly 45.73 feet to the South line of Lot 15; thence West along the South line of Lot 15, 14.38 feet to the Southwest corner of Lot 15; thence Northerly along the Westerly line of Lot 15 to point of beginning in Madison Street Westchester "L" Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

to secure a note in the sum of \$16,692.00, dated June 3, 1991, in favor of American General Finance, Inc., which deed of trust was recorded June 6, 1991, in book 91,271,330, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ in favor of Homestead Savings, a Federal Savings & Loan Association, 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, 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 deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.

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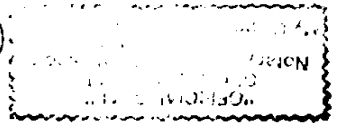
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(CLTA SUBORDINATION FORM "A")

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

Property of Cook County Clerk



[Handwritten Signature]

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

[Handwritten Signature] _____
 Owner

[Handwritten Signature] _____
 Beneficiary

[Handwritten Signature] _____
 Agent for Lender

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.

- (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 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 undertakes that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific to any 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 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.

(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 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 mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

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