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Prepared By

RECORDING REQUESTED BY
FIRST DEPOSIT NATIONAL BANK
PO BOX 9122
PLEASANTON, CA 94566
ATTN: Lori Hagelston
AND WHEN RECORDED MAIL TO



DEPT-01 RECORDING \$27.50
T#0000 TRAN 1993 06/11/93 13:35:00
#1892 * -93-445645
COOK COUNTY RECORDER

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 made this 6th day of April 1993, Timothy D. Williams and Ava M. Williams, his wife, owner of the land hereinafter described and hereinafter referred to as "Owner", and, First Deposit National Bank, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS Timothy ^{Williams} and Ava Williams did execute a ~~deed of trust~~ ^{mortgage}, dated March 2, 1993 to FIRST DEPOSIT NATIONAL CORPORATION AS TRUSTEE COVERING:

SEE EXHIBIT "A" HERETO AND MADE A PART HERE OF.

to secure a note in the sum of \$20,000.00 recorded March 9, 1993 in favor of First Deposit National Bank, which ~~deed of trust~~ ^{mortgage} was recorded in 93-177335 of Official Records of said county;

WHEREAS, Owner has executed, or is about to execute, a ~~deed of trust~~ ^{mortgage} and note in the of \$183,500.00, recording #93445645 dated 5-12-1993, in favor of Malone Mortgage Company 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.

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Property of Cook County Clerk's Office

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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~~^{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 ~~deed of trust first~~^{mortgage} above mentioned; provided that lien or charge of the ~~deed of trust~~^{mortgage} in favor of Lender shall be prior and superior to the lien or charge of the ~~deed of trust first~~^{mortgage} above mentioned to the extent, and only to the extent, that the principal amount of the indebtedness secured by said deed of trust in favor of Lender shall not exceed \$183,500.00.

(2) That Lender would not make its loan above described without this subordination agreement.

(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~~^{mortgage} above mentioned to the lien or charge of the ~~deed of trust~~^{mortgage} 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~~^{mortgages} hereinbefore specifically described, as prior agreements as to such subordination including but not limited to, those provisions, if any, contained in the ~~deed of trust first~~^{mortgage} 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 declared, 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;

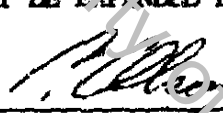
(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

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(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 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

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.



Chris Olson, Vice President
FIRST DEPOSIT NATIONAL BANK



Marc Lowenthal, Vice President
FIRST DEPOSIT NATIONAL CORPORATION

LOT 5 IN BLOCK 5 IN A.T. McINTOSH AND COMPANY'S HAWTHORN HILLS SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAY BY PLAT RECORDED AUGUST 8, 1927 AS DOCUMENT 9677304 AND EXCEPT FURTHER THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAY BY INSTRUMENT RECORDED MAY 18, 1934 AS DOCUMENT 11400676 AND LOT 7 IN DIVISION OF PARTS OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 3630070, IN COOK COUNTY, ILLINOIS.

934458345

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Contra Costa }
On 4/14/12 before me, Lori J. Gibson, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
personally appeared Marc Lewenberg and Chris Olsen
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Lori J. Gibson
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though this section does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
Vice Pres
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
First Dep Nat Bank
First Dep Nat Corp

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Although the data requested here is not required by law, could prevent fraudulent reattachment of this form.

OPTIONAL SECTION
TITLE OR TYPE OF DOCUMENT _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____