93459894

414041-04-119727

SUBORDINATION AGREEMENT INSTRUCTION LETTER

To Escrowee: THE PRINCIPLE FINANCIAL GROUP MAY 21 1993

Lender:

HOUSEHOLD BANK FSB

961 Weigel Dr

Elmhurst, Il 60126

2 min

RECORDINGS \$2

TRAN 8741 06/16/93 13:04:00

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COOK COUNTY RECORDER

I (We) hereby hand in escrow the attached Subordination Agreement which is dated MAY 21 1993, executed by HOUSEHOLD BANK FSB for use in the above referred to escrow for the account of PETER J. GRYS owner/borrower, covering the real property described therein.

Such Subordination Agreement is to be recorded by (title company) concurrently with a Deed of Trust or Mortgage in conjunction with a loan ("Refinance Loan") being made by PETER J. GRYS to THE PRINCIPLE FINANCIAL GROUP in an amount not to exceed \$69,150.00. Such Subordination Agreement is not to be recorded if the Refinance Loan exceeds the above-stated amount.

This Subordination Agreement is being delivered in connection with a refinancing of owner/borcower's existing first mortgage loan. Such Subordination Agreement is not to be recorded unless said first mortgage loan is paid off in full as part of this escrow.

(Check if applicable)

There is a consideration of \$ to be paid by Borrower to Household for the preparation and use of the Subordination Agreement. Said sum shill be paid out of the proceeds of the Refinance Loan and forwarded by Escrowee to Household.

THE PRINCIPLE FINANCIAL GROUP) Escrowee and (title company) are instructed by us, HOUSEHOLD BANK FSB (Household) and Owner/Borrower to record said Sibordination Agreement as an accommodation only and without any 12 oility for doing so. Household shall have no responsibility to pay the cost of recording the Subordination Agreement or the escrow fee.

THE TERMS AND CONDITIONS OF THIS LETTER

ARE HEREBY ACCEPTED.

Owner/Borrower/

77-1-1-1-1

Escrowee

Prepared by: SHARON SOJKA

SUBOR

93%5589

Property of Cook County Clerk's Office

10000000

414041-04-119727

RECORDING REQUESTED BY: When Recorded Mail to:

Household Finance Name: Address: 961 Weigel Drive Elmhurst, Il 60126

SPACE ABOVE THIS LINE RECORDER'S USE

BUBORDINATION AGREEMENT

Notice: This subordination agreement results in your security interest in the property becoming subject to and of lower priority that the lien of some other or later security instrument.

This Agreement, made this MAY 21 1993 by PETER J. GRYS, owner of the 15nd hereinafter described and hereinafter referred to as "Owner(s)", and HOUSEHOLD BANK FSB, present owner and holder of the deed of trust or mortgage and note first hereinafter described and hereinafter referred to as "Household";

WITNESSETH

THAT WHEREAS, PETER J. GRYS did execute a deed of trust or mortgage, dated JANUARY 17 1991, covering:

Address: 7290 GLADIOLA AVENUE HANOVER PARK IL 60103

County: COOK Township:

TANCE AND PROPERTY OF STREET

More particularly described in the deed recorded in the office for recording of deeds in deed book Page Document 91033300 and otherwise known as:

LOT 16 IN BLOCK 8 IN UNIT 3 HANOVER GARDENS FIRST ADDITION BEING A SUBDIVISION OF THE WEST 1/2 IF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9. EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX PARCEL NUMBER 06-25-419-016

to secure a note in the sum of \$25,350.00, dated JANUARY 17 1991, in favor of HOUSEHOLD BANK FSB, which deed of trust or mortgage was recorded in the county of COOK on JANUARY 22 1991, in Book Page Document 91033300, Official records of said county, and in now owned and held by Household (hereinafter referred to as "Household's deed of trust or mortgage'); and

Whereas, Owner has executed, or is about to execute, a deed of trust or mortgage and note in the sum of \$69,150.00, dated in favor of THE PRINCIPLE FINANCIAL GROUP hereinafter referred to as Lender payable with interest and upon the terms and conditions described therein, which deed of trust or mortgage is to be recorded concurrently herewith (Mereinafter referred to as the Lender's deed of trust or mortgage); and

Whereas, it is the intent of the parties hereto that Household's deed of trust or mortgage be made subject and subordinate to the Lender's deed of trust or mortgage;

consideration of the mutual benefits accuring to the parties hereto and other valuable consideration, the receipt of and sufficiency of which consideration is hereby acknowledged, and in order to carry out the intent and desire of the parties hereto it is hereby declared, understood and agreed that trust or mortgage securing said and remain at all the desire of the parties hereto and remain at all the desire of the parties hereto the trust or mortgage securing said and remain at all the desire of the parties hereto the trust or mortgage securing said and the parties hereto and remain at all the parties hereto the described, prior and superior to the lien or charge of Household's deed of trust or mortgage.

subordination.

Household declares and acknowledges that it hereby intentionally waives, relinquishes and subordinates the priority and superiority of the lier or charge of Household's deed of trust or mortgage in favor of the lien or charge upon said land of the Lender's deed of trust or mortgage, and that Household understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, loan will be made which would not have been made but for said reliance upon this waiver, relinquishment and

Household further declares that an endorsement has been placed on the note secured by the deed of trust or mortgage first above mentioned, showing the entities and effect of this agreement.

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

In witness whereof, Owner(s) and Household have executed this

HOUSEHOLD BANK FSB
ahan at haut
JOHNNA M. BRANT
ASST. VICE PRESIDENT
· S _

County of COOK

The foregoing instrument was acknowledged before me this MAY 21 1993, by JOHNNA M. BRANT, ASST. VICE PRESIDENT of HOUSEHOLD BANK FSB.

" OFFICIAL SEAL " } TON SUFFOLETTO E POLITO E PORTO PORT

TOM SUFFOLETTO Notary Public

State of Illinois County of Cook

The foregoing instrument was acknowledged before me this day of June 1993, by Peter J. Srys day of June

> Burence Notary Public__ My commission expired: Al LAURENCE A SWANSON KNOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. 6/25/96

[Space Above This Life For Recording Data] -----

*I*ORTGAGE

THIS MORTGAGE ("Security Instrument") is given on Kathleen M. Schmitz, an unmarried person

. The mortgagor is

("Borrower"). This Security Instrument is given to

Principal Mutual Life Insurance Company

DEFT-01 RECORDINGS T#9999 THAN 0991 06/16/93 13:04:00 ター・ログー・ログラッド COOK COUNTY RECORDER

which is organized and existing under the laws of the State of Iowa address is 711 High Street, Des Moines, IA 50392-0690

, and whose

Forty Two Thousand Two Hundred and 0/100.

Dollars (U.S. \$42, 200:00

("Len ler"). Borrower owes Lender the principal sum of

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2023

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to 3 protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this security instruments. Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to lander the following County, Illinois: 7 described property located in Cook

LOT 24 ON BLOCK 40 IN VILLAGES OF PARK FOREST AREA NUMBER 3, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE NUMBER 14940342, IN COOK COUNTY, ILLINOIS.

PN# 31-36-307-002-

which has the address of 110 Marquette, Park Forest Illinois 60466 ("Property Address");

[Zip Code] ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90 Amended 5/91

VMP MONTO AGE FORMS - (313) 283-3100 - (800) 521-7291

(Street, City),

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day son they payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the 'ro jerty, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgag: it surance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 0.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in my Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding end applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-ime charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable any provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to ay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower. without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower it writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make in the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly as and to Borrower any 📭 Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit agains, the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2: third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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