

# UNOFFICIAL COPY

93974719

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

DEPT-01 RECORDING 129.50  
T60011 TRAN 8428 11/30/93 15:49:00  
09158 3 \*--93-974719  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TO



## 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 17 day of November, 1993, Ralph J. Palmer and Susan S. Palmer, husband and wife, as joint tenants, whose address is 4012 North Walnut Avenue, Arlington Heights, Illinois 60004, 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 Ralph J. and Susan S. Palmer did execute a deed of trust, dated July 15, 1991 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 \$100,000.00 recorded July 23, 1991 in favor of First Deposit National Bank, which deed of trust was recorded in document # 91367339 of Official Records of said county;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the amount of \$157,067.00, recording # \_\_\_\_\_ dated \_\_\_\_\_ 1993, in favor of First National Bank of Gainesville DBA The Mortgage Source 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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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; provided that lien or charge of the deed of trust in favor of Lender shall be prior and superior to the lien or charge of the deed of trust first 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 \$157,067.00.

(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 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, as prior agreements 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 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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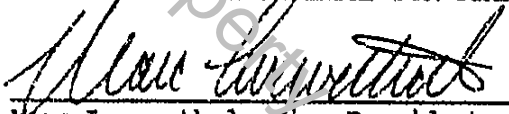
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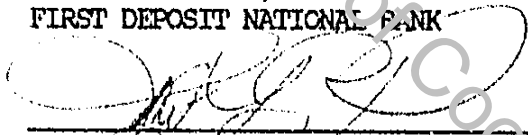
(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration 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.



Marc Loewenthal, Vice President  
FIRST DEPOSIT NATIONAL BANK

\_\_\_\_\_  
BORROWER SIGNATURE



Janet L. Brown, Asst. Vice President  
FIRST DEPOSIT NATIONAL CORPORATION

\_\_\_\_\_  
BORROWER SIGNATURE

County Clerk's Office

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

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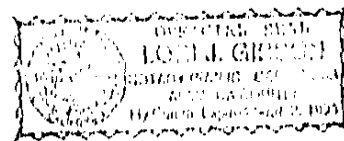
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On NOV. 17, 1993 before me, Lori J. Gibson, Notary Public, personally appeared Marc Loewenthal, Vice President of First Deposit National Bank, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lori J. Gibson  
Lori J. Gibson



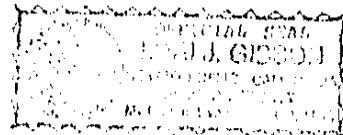
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On NOV. 17, 1993 before me, Lori J. Gibson, Notary Public, personally appeared Janet L. Brown, Asst. Vice President, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lori J. Gibson  
Lori J. Gibson



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EXHIBIT A

LOT 172 IN TERRAMERE SUBDIVISION OF ARLINGTON HEIGHTS UNIT 2 BEING A  
SUBDIVISION IN THE NORTH 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF  
THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY  
21, 1979 AS DOCUMENT NO. 25854386 IN COOK COUNTY, ILLINOIS

PIA: 03 06-209-012-

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RJD  
Sep

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