LIVIA ORTIZ

WHEN RECORDED RETURN TO:

RECORDING REQUESTED BY AND THIS INSTRUMENT WAS PREPARED BY

9400555 g

First Nationwide Bank, A Federal Savings Bank 860 Stillwater Road West Sacramento, California 95605 Attn: Document Control

NAME:

. DEPT-OF RECORDING

+27.50

. Filit Prof. (120 01/04/94 09:39:00

4075年 東州東东州の625588

COOL COUNTY RECORDER

Account No. 8255034327

1-4-1-9-C/ SBS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT (Mortgage)

MOTICE: 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 made by FINST NATIONWIDE BANK, A FEDERAL SAVINGS BANK ("Lender" and "Existing Lender") and affects the property described in Exhibit A attached hereto (the "Property"). This Agreement is entered into with reference to the following facts:

- A. WILLIAM ECONOMOUS (hereinafter referred to as "Borrower") executed a mortgage, APRIL 12 , 19 93 with Existing Lender, which was recorded on , 19 93, as Document/Instrument No. 93311981 , in Liber/Book , Page , Official Records of COOK County, State of Illinois covering dated the premises in the Property, securing a promissory note in the amount of \$ 28,000.00 (hereinafter called the "Existing Mortgage").
- B. Lender has agreed to make a loan in an amount of \$ 234,090.00 (the "New Lean") to Borrower to be evidenced by the promissory (lote in the amount of \$ 234,000.00 ("Note"), which Note is to be secured by the mortgage dated , 19 covering the Property (hereinafter called the 'New Mortgage"), provided that the Existing Mortgage is subordinated to the lien of the New Mortgage.
- C. For the purposes of completing the New Loan, Existing Lender desirus expressly to subordinate the Existing Mortgage to the lien of the New Mortgage, it being a condition precedent to Lender's obligation to consummate the New Loan that the lien of the New Mortgage be unconditionally and at all times prior and superior to all other deeds of trust.

NOW THEREFORE, Existing Lender agrees as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Existing Mortgage, the Existing Mortgage and the security interests created thereby and, including, without limitations, all rights, interests, privileges and powers of Existing Lender thereunder, be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made and shall at all times remain subject, subordinate and inferior to the New Mortgage and the lien thereof, and all the rights, privileges and powers of Lender thereunder.



2. Miscellaneous.

- (a) It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, any provisions of the New Mortgage relating to the subordination of the Existing Mortgage and the interests and estates created thereby to the lien or charge of the New Mortgage.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located,
- (c) Existing Lender agrees to execute and deliver, in recordable form if necessary, any and all further documents and instruments reasonably requested by Lender or any title insurance company to give effect to the terms and provisions of this Agreement.
- (d) The agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the Existing Lender and Lender.

IN WITNESS WHEREOF, this Subordination Agreement is executed as of NOVEMBER 26 19 93

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON DELIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A COAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PUPPOSES THAN IMPROVEMENT OF THE PROPERTY.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE SUBORDINATING PARTY CONSULT WITH ITS ATTORNEY WITH RESPECT THERETO.

LENDER & EXISTING LENDER:

FIRST NATIONWIDE SANK, A FEDERAL SAVINGS BANK

Name: THOMAS C. FARNSWORT!

Title: VICE PRESIDENT

52550056

CORPORATE ACKNOWLEDGEMENT STATE OF ILLINOIS COUNTY OF DU PAGE } \$\$. The foregoing instrument was acknowledged before me this <u>26</u> day of <u>NOVEMBER</u> 19 93, by THOMAS C. FARNSWORTH as 19 93, by OI FIRST NATIONWIDE BANK, A FEDERAL SAVINGS VICE PRESIDENT BANK, on behalf of the corporation. WITNESS my head and official scal. Of Coot County Clert's Office NOTARY PUBLIC, STATE OF ILLINOIS Executed in ILLINOIS Propared by: LIVIA ORTIZ 73546

Property of Cook County Clerk's Office

34065582

S.E. Gros.

10ck 2 lying w.

k 2 of Block 6 or

1/4 (except 1.28 ac.,

ship 40 Sorth, Range 14 ...

County, Illinois.

P/N =#: 14 - 20 - 200 - 017
Loan %u. Lot 24 in S.E. Gross Addition to Buena Park being a Subdivision of that part of Block 2 lying West of the alley running North and South through maid Block 2 of Block 6 of Laflen, Smith and Dyer's Subdivision of the Northeast 1/4 (except 1.28 acres in the Northeast corner) of Section 20, Township 40 Worth, Range 14 East of the Third Principal Meridian, in cook County, Illinois.

Property of Cook County Clark's Office