

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

THIS INSTRUMENT WAS PREPARED BY

LIVIA ORTIZ

FIRST NATIONWIDE BANK  
1520 KENSINGTON ROAD #300  
OAK BROOK, IL 60521  
ATTN: DOCUMENT CONTROL

NAME:

Account No. 8255027784

2721

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT (Mortgage)

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

A. BERNARD F. DOCKAL AND JOYCE DOCKAL (hereinafter referred to as "Borrower") executed a mortgage, dated MAY 19 1992, with FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (hereinafter "Existing Lender"), which was recorded on JUNE 16 1992, as Document/Instrument No. 92430285, in Liber/Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of OAK FOREST County, State of Illinois covering the premises in the Property, securing a promissory note in the amount of \$ 25,000.00 (hereinafter called the "Existing Mortgage").

B. SUN Mtg Corp (hereinafter referred to as "Lender") has agreed to make a loan in an amount of \$ 93,000.00 (the "New Loan") to Borrower to be evidenced by the promissory note in the amount of \$ 93,000.00 ("Note"), which Note is to be secured by the mortgage dated MARCH 9 1994 covering the Property (hereinafter called the "New Mortgage"), provided that the Existing Mortgage is subordinated to the lien of the New Mortgage recorded as 94233470.

C. For the purposes of completing the New Loan, Existing Lender desires 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, the 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.

BOX 333

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## 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  
MARCH 8, 1994.

**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 PROPERTY.**

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

EXISTING LENDER:

FIRST NATIONWIDE BANK, A  
FEDERAL SAVINGS BANK

By: M.R. Taylor

Name: M.R. TAYLOR

Title: VICE PRESIDENT

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CORPORATE ACKNOWLEDGEMENT

COOK COUNTY, ILLINOIS  
PROPERTY RECORDS

STATE OF ILLINOIS

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COUNTY OF DUPAGE ) SS.

The foregoing instrument was acknowledged before me this 8TH day of MARCH, 1994, by M. R TAYLOR as VICE PRESIDENT of FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK, on behalf of the corporation.

WITNESS my hand and official seal.

Desiree L. Copeland

" OFFICIAL SEAL "  
DESIREE L. COPELAND  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/16/95

Executed in ILLINOIS

Prepared by: LIVIA ORTIZ

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Property of Cook County Clerk's Office

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**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 007488843 F2  
STREET ADDRESS: 15613 S. ARROYO DRIVE  
CITY: OAK FOREST COUNTY: COOK  
TAX NUMBER: 28-17-301-016-0000

**LEGAL DESCRIPTION:**

LOT 121 IN LAGRANDE VISTA UNIT NUMBER 2 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1976 AS DOCUMENT 23380478, IN COOK COUNTY, ILLINOIS

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