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WHEN RECORDED MAIL TO:

DEPT-11 \$23.50  
T5333 TRAIL 4487 04/04/94 11:41:00  
\$1448 : FEA # - 94 - 29,6559  
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 24 day of MARCH, 1994, by

RALPH M. PONTRELLI & CHRISTINE A. PONTRELLI  
owner of the land hereinafter described and hereinafter referred to as "Owner", and

CORPORATE AMERICA FEDERAL CREDIT UNION / DOCUMENT #93529650

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, RALPH M. PONTRELLI AND CHRISTINE A. PONTRELLI  
did execute a deed of trust, dated July 30, 1993, to CORPORATE AMERICA FEDERAL CREDIT  
UNION as trustee, covering:

The South 50 feet of the North 255 50 feet of the West 1/2 of Block 11  
in Kaup's Addition to Oak Lawn, being a Subdivision of Lot 5 in the Sub-  
division of the West 1/2 of the Northeast 1/4 and all of the Northwest  
1/4 of Section 4, Township 37 North, Range 13, East of the Third Princi-  
pal meridian, in Cook County, Illinois.

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to secure a note in the sum of \$ 15,000.00, dated JUNE 30, 1993, in favor of  
recorded JULY 8, 1993, in book page Official Records of said county; and  
which deed of trust was

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 76,300.00  
dated MARCH 25, 1994, in favor of ICM MORTGAGE CORPORATION, recorded  
as document #, 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.

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

Handwritten signature or initials

Handwritten vertical text: 1397184

INTERCOUNTY TITLE

(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, any prior agreement 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 declares, 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;
- (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
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

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

Amara Kubiak Gonzales \_\_\_\_\_ Title: Branch Manager Beneficiary: \_\_\_\_\_  
 CORPORATION AMERICA F.C.U.  
Ralph M. Pontrelli \_\_\_\_\_ Owner  
Christine R. Pontrelli \_\_\_\_\_ Owner  
 \_\_\_\_\_ Owner  
 \_\_\_\_\_ Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Illinois )  
 ) ss. 97296659  
COUNTY OF DeKalb )

The foregoing instrument was acknowledged before me this 24 day of April 19 97, by Amara Kubiak Gonzales  
Witness my hand and official seal.  
My commission expires 7/15/97



[Signature]  
Notary Public  
Address: \_\_\_\_\_

STATE OF Ill )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me the 24 day of April 19 97 by Ralph M. Pontrelli & Christine R. Pontrelli, his wife  
of \_\_\_\_\_

Witness my hand and official seal.  
My commission expires \_\_\_\_\_  
"OFFICIAL SEAL  
Joanna Ruff  
Notary Public  
My Commission Expires 12/31/96"

[Signature]  
Notary Public  
Address: Cook County, IL

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Prepared by & mailed to  
[Signature]  
500 W Higgins #750  
Hoffmann Estates, IL  
Leona

(CLTA SUBORDINATION FORM "A")