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(smu)

## SUBORDINATION AGREEMENT

95635618

This Subordination Agreement ("Agreement") is entered into  
on this 30th day of AUGUST, 1995, by and between

U.S. LOAN LIMITED PARTNERSHIP SEE EXHIBIT A ADDENDUM, of 351 W HUBBARD SUITE 707 CHICAGO ILLINOIS 60610  
("Primary Lender") and FIVE AVCO FINANCIAL SERVICES, INC., of  
5144A N HARLEM AVENUE HARWOOD HEIGHTS, IL 60656 ("Subordinated Lender").

### WITNESSETH:

WHEREAS, ABRAHAM POTTS

("Borrower") is indebted to the Subordinated Lender in a sum  
certain and will from time to time hereafter be indebted to the  
Subordinated Lender;

WHEREAS, Borrower is desirous of having Primary Lender  
extend credit to Borrower from time to time as Primary Lender, in  
its sole discretion may determine and Primary Lender has refused  
to consider the extension of any credit whatsoever until the  
present and future indebtedness due to the Subordinated Lender  
from Borrower is subordinated in the manner hereinafter set  
forth; and

WHEREAS the Subordinated Lender currently has an interest in  
certain property, more fully described hereinafter in Exhibit A  
to this Agreement ("Property"), by virtue of a Mortgage filed in  
the county in which Property is located and Subordinated Lender  
is in agreement to subordinate its mortgage to Primary Lender and  
cause Primary Lender's mortgage to be superior and take priority  
over Subordinated Lender's mortgage in the chain of title to  
Property.

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8/6/95

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REC'D 6/16/98  
COURT CLERK'S OFFICE  
DEPT-01 RECORDING \$33.  
T#2222 TRAN 6084 09/20/95 13:36:00  
#1403 JJ \*-95-63561  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$30.

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NOW THEREFORE, in consideration of a certain loan by Primary Lender to Borrower, as Primary Lender may determine, and of the sum of Ten Dollars and other good and valuable consideration to each of the Subordinated Lender in hand paid by Primary Lender, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the Subordinated Lender as follows:

1. A sum certain not exceeding THIRTY THOUSAND SEVEN HUNDRED FORTY TWO DOLLARS AND SEVENTY NINE CENTS Dollars (\$30742.79) representing the indebtedness at present due the Subordinated Lender, together with any and all indebtedness now or hereafter at any time due or owing the Subordinated Lender, or any of them, from Borrower, whether such indebtedness is now existing or is hereafter created, absolute or contingent, direct or indirect, and howsoever evidenced, shall be and is hereby by these presents subordinated and made subject to the present or future indebtedness of Borrower to Primary Lender, howsoever created, howsoever arising or evidenced, and whether renewed or extended, direct or indirect; and the Subordinated Lender hereby agrees that any or all indebtedness or liability of Borrower to Primary Lender shall be paid in full before the Subordinated Lender shall receive, or shall be entitled to receive or collect, from Borrower or any receiver, assignee, or trustee in bankruptcy or re-organisation, any principal, or sums distributed (or dividends) upon the present or future indebtedness of Borrower to the Subordinated Lender. Primary Lender is hereby authorized to recover from the Subordinated Lender, either at law or in equity, any sum or sums at any time

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paid to, or received by, the Subordinated Lender, in violation of the terms of this Agreement.

2. In the event of bankruptcy, re-organization, receivership, dissolution or liquidation of Borrower, the Subordinated Lender shall file a claim for the entire indebtedness due to them from Borrower and shall, if it be lawful at that time, assign to Primary Lender all its right, title and interest in and to its claim, but in any event shall upon receipt of any distribution, immediately pay the same to Primary Lender.

3. In the event of failure or refusal of the Subordinated Lender, to file, immediately upon demand, a claim as aforesaid, Primary Lender, its successors or assigns, officer and agents, shall be irrevocably nominated and appointed attorneys of the Subordinated Lender to file a claim for the entire indebtedness so due and owing the Subordinated Lender from Borrower, and to receive Primary Lender's due amount from the proceeds of any and all distributions which may be paid thereunder.

4. Primary Lender shall be under no duty or obligation whatsoever to extend credit or loan money to Borrower, except as Primary Lender may in its discretion determine, and shall be under no duty or obligation at any time to make renewals or extensions of indebtedness or to loan additional money after the creation of any indebtedness unless Primary Lender at its sole discretion, shall so determine; and this Agreement shall continue in full force and effect for thirty (30) days after the Primary Lender shall receive from the Subordinated Lender notice in

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writing of its termination, provided Borrower is not indebted in any manner to Primary Lender at the time such notice is received.

5. The Subordinated Lender will not, without the prior consent of Primary Lender, and unless subject to the terms of this Agreement, transfer or assign any right, title or interest to the indebtedness owed to it by Borrower, hereinbefore described, or any other claim which they or any of them may have, or might have at any time, against Borrower, its successors and/or assigns.

6. This Agreement shall be binding upon the Subordinated Lender and its successors and assigns in interest and shall inure to the benefit of the Primary Lender its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed and delivered this 13th day of September, 1985.

AGREED:

Primary Lender

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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AGREED:  
FIVE AVCO FINANCIAL SERVICES, INC.

Subordinated Lender

By: Laila E. Soares  
Its: Assistant Vice President

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6. This Agreement shall be binding upon the Subordinated Lender and its successors and assigns in interest and shall inure to the benefit of the Primary Lender its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed and delivered this 13th day of September, 1995.

AGREED:

U. S. Loan Limited Partnership

**Primary Lender**

By: U.S. Loan Express, Inc.  
General Partner

  
By: Leon Heller  
Its: President

200/Subord. 1/p

AGREED:  
FIVE TWO FINANCIAL SERVICES, INC.

**Subordinated Lender**

  
By: Linda H. Foster  
Its: Assistant Vice President

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STATE OF CALIFORNIA) )  
COUNTY OF ORANGE ) ss.

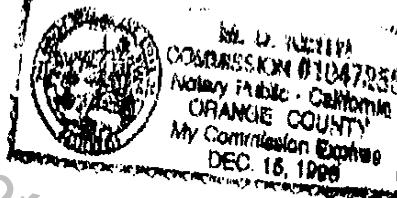
On September 13, 1995, before me, M.D. Keith, Notary Public, personally appeared Laila B. Soares, Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

Notary Public



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EXHIBIT A

## Legal Description:

LOT 9 IN SOUTH SHORE SECOND ADDITION TO JEFFREY MANOR, BEING A SUBDIVISION OF PARTS OF BLOCKS 1, 2, 3, 4 AND 7 AND PORTIONS OF VACATED STREETS AND ALLEYS IN CALUMET TRUST'S SUBDIVISION NO. 3 IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

26-07-167-008

Commonly known as:

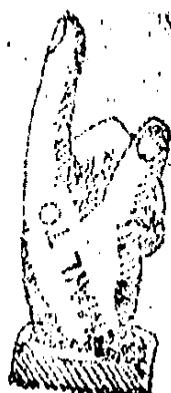
3500 S Giles Chicago, IL 60653

## ADDENDUM:

FOR LOAN MADE ON MARCH 23rd, 1995 AND RECORDED APRIL 13, 1995 AS DOCUMENT NUMBER 95 245 625 IN THE AMOUNT OF AND UP TO \$65000.00, BUT NOT TO EXCEED \$65000.00.

ASSIGNMENT OF AFORESAID MORTGAGE TO TRANSAMERICA LENDER FINANCE RECORDED AS DOCUMENT NUMBER 95 245 627.

Prepared by and after recording mail to: Five Avee Financial Services  
5144A N. Harlem Ave.  
Harwood Heights, IL 60656



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