

UNOFFICIAL COPY

95418403

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RECORDING
REQUESTED BY:

577 lamont
Elmhurst, IL 60126

DEPT-01 RECORDING \$23.50
T40009 TRAM 2940 06/03/96 13:03:00
#9721 # ER *-96-418403
COOK COUNTY RECORDER

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 April 22, 1996 by KENNETH S ZEGLIN AND MARGARITA T ZEGLIN, owner of the land hereinafter described and hereinafter referred to as "Owner(s)", and HOUSEHOLD FINANCE CORPORATION III, present owner and holder of the deed of trust or mortgage and note first hereinafter described and hereinafter referred to as "Household";

WITNESSETH

THAT WHEREAS, KENNETH S ZEGLIN AND MARGARITA T ZEGLIN did execute a deed of trust or mortgage, dated 07/24/95, covering:

Address: 122 N CATHERINE AVENUE
LAGRANGE, IL 60525

County: COOK

PIN:18-04-108-013-0000

And otherwise known as: LOT 4 IN BLOCK 13 IN COSSITT'S 1ST ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CHICAGO BURLINGTON AND QUINCY RAILROAD AND SOUTH OF NAPERVILLE ROAD OR OGDEN AVENUE IN VILLAGE OF LAGRANGE IN COOK COUNTY, ILLINOIS

to secure a note in the sum of \$39,200.00, dated 07/24/95, in favor of HOUSEHOLD FINANCE CORPORATION III, which deed of trust or mortgage was recorded in the county of COOK on 07/26/95, in Book Page Document 95487249, Official records of said county, and is now owned and held by Household (hereinafter referred to as "Household's deed of trust or mortgage"); and

Whereas, Owner has executed, or is about to execute, a deed of trust or mortgage and note in the sum not to exceed \$ 216,200.00, dated _____ in favor of AMERICAN NATIONAL MORTGAGE GROUP, INC hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust or mortgage is to be recorded concurrently herewith (hereinafter referred to as "the Lender's deed of trust or mortgage"); and

Whereas, it is the intent of the parties hereto that Household's deed of trust or mortgage be made subject and subordinate to the Lender's deed of trust or mortgage;

Travis H. ...

2350

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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 carry out the intent and desire of the parties hereto, it is hereby declared, understood and agreed that said deed of trust or mortgage securing said note in favor of Lender shall be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of Household's deed of trust or mortgage.

Household declares and acknowledges that it hereby intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of Household's deed of trust or mortgage in favor of the lien or charge upon said land of the Lender's deed of trust or mortgage, and that Household understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a loan will be made which would not have been made but for said reliance upon this waiver, relinquishment and subordination.

Household further declares that an endorsement has been placed on the note secured by the deed of trust or mortgage first above mentioned, showing the existence and effect of this agreement.

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.

In witness whereof, Owner(s) and Household have executed this Agreement.

[Signature]
Owner

[Signature]
Owner

HOUSEHOLD FINANCE CORPORATION III

[Signature]
J T NGUYEN
VICE PRESIDENT

03518403

State of Illinois
County of DU PAGE

The foregoing instrument was acknowledged before me this April 22, 1995, by J T NGUYEN, VICE PRESIDENT OF HOUSEHOLD FINANCE CORPORATION III

[Signature]
NANCY A HARING
Notary Public

OFFICIAL SEAL
NANCY A. HARING
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-23-98

State of IL
County of Cook

The foregoing instrument was acknowledged before me this 22nd day of April
19 95 by [Signature]
and [Signature]

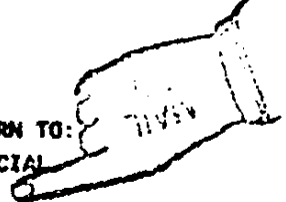
[Signature]
Notary Public
My commission expires: _____

OFFICIAL SEAL
KINAL CLAYTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/16/97

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TICOR SC 333644



RECORD AND RETURN TO:
CENTURION FINANCIAL
GROUP, INC.
102 WILMOT ROAD-SUITE 390
DEERFIELD, ILLINOIS 60015-5113

DEPT-01 RECORDING \$35.50
T#0009 TRAM 2940 06/03/96 13:03:00
#9722 ER *-96-418404
COOK COUNTY RECORDER

Prepared by:
CENTURION FINANCIAL
DEERFIELD, IL 60015-5113

897290

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 23, 1996
EDWARD M. FIALA, III
AND NANCY A. FIALA, HUSBAND AND WIFE

The mortgagor is

Handwritten initials/signature

("Borrower"). This Security Instrument is given to
CENTURION FINANCIAL GROUP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 102 WILMOT ROAD-SUITE 390
DEERFIELD, ILLINOIS 60015-5113

, and whose

(Lender*). Borrower owes Lender the principal sum of
FOUR HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED AND 00/100
Dollars (U.S. \$ 474,800.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2026

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in COOK County, Illinois:

LOT 41 IN CLARK AND THOMAS' SUBDIVISION OF LOT 4 IN BLOCK 9 IN
SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 32,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

14-32-416-039

which has the address of 1874 NORTH MAUD , CHICAGO
Illinois 60614 Zip Code ("Property Address");

Street, City ,

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/96
Amended 5/91

6R(ILL) (8408)
VMP MORTGAGE FORMS - (800) 531-7291
Page 1 of 6

Handwritten initials/signature

DPS 1089

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FN
1990-1090

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest, shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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