

96668600

WHEN RECORDED MAIL TO:  
Mountain States Mortgage Centers, Inc.  
1333 East 9400 South  
Sandy, Utah 84093

: DEPT-01 RECORDING \$23.50  
: T#2222 TRAN 4941 08/30/96 15:08:00  
: #4694 # KB # -96-668600  
: COOK COUNTY RECORDER  
: DEPT-10 PENALTY \$20.00

SPACE ABOVE THIS LINE FOR RECORDERS 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 8th day of AUGUST, 19 96, by  
CARL L. BROWN

Equity Title  
415 N. LaSalle/Suite 402  
Chicago, IL 60610

EC133500-2

owner of the land hereinafter described and hereinafter referred to as "Owner", and

TRANSAMERICA

present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary"

WITNESSETH

THAT WHEREAS, CARL L. BROWN

did execute a mortgage, to TRANSAMERICA, covering

73 49 PA  
20

LOT ELEVEN (11) AND LOT TWELVE (12) IN BLOCK ONE (1) IN THE RESUBDIVISION OF LOTS 11 TO 16, AND 27 TO 32, IN BLOCK ONE (1); LOTS 11 TO 32 IN BLOCK TWO (2) AND LOTS 1 TO 10 IN BLOCK THREE (3) TOGETHER WITH THE 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH THE SOUTH HALF (1/2) OF SAID BLOCK 2, ALL IN HANNAH B. GANO'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin. # 85-21-324-008

to secure a note in the sum of \$ 10,006.00, dated 05/10/94, in favor of TRANSAMERICA, which mortgage was recorded 05/10/94, as instrument # 94-420604, Official Records of said county; and

96668600

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of \$ 40,400.00 dated AUGUST 17, 1996, in favor of Mountain States Mortgage Centers, Inc., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage as 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 mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien of charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefits of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage 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 mortgage 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 loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage 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 mortgage first above mentioned.
- (2) That Lender would not make its loan above without this subordination agreement.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgage hereinbefore specifically described, and prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to deed or deeds of trust.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (I) all provisions of the note and mortgage 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 mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage 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 of 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 mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage 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 OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

\_\_\_\_\_

\_\_\_\_\_

STEVEN D CRAWFORD  
Beneficiary GENERAL MANAGER  
(Please Sign & Print Name and Title)

On this 8 day of August, 19 96, personally appeared before me, Andrew David Jones who being duly sworn did say that he/she is the General Manager, of Kensamerica, and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said General Manager acknowledged to me that they executed the same.

[Seal]



Andrew David Jones  
Notary Public (Please Sign & Print Name)

Andrew David Jones

96758600

UNOFFICIAL COPY

Property of Cook County Clerk's Office