

RECORDING REQUESTED BY:

UNOFFICIAL COPY

9668615

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 15:11:00
#4717 # KB #-96-668615
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

SPACE ABOVE THIS LINE FOR RECORDERS USE

EC 123508-1 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 28 day of AUGUST, 1996, by VINCENT E. DAVIS and SAKREENA P. DAVIS

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

EQUICREDIT CORPORATION OF AMERICA

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

WITNESSETH

THAT WHEREAS, VINCENT E. DAVIS and SAKREENA P. DAVIS

did execute a mortgage, to

, covering:

LOT 35 AND THE NORTH 1/2 OF LOT 34 IN BLOCK 76 IN HARVEY, A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Pin. # 89-12-112-010

9668615
2350
20 KB

to secure a note in the sum of \$ 24,211.00, dated 04/17/95, in favor of EQUICREDIT CORPORATION OF AMERICA, which mortgage was recorded 04/19/95, as instrument # DOC NO. 91-256933 Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of \$ 32,640.00 dated AUGUST 9, 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) A 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.

M. Ducksworth
M. Ducksworth

D. Rutherford
D. Rutherford

Bank of America Illinois, an Illinois banking corporation as Trustee
By: EquiCredit Corporation of America,
Attorney-in-Fact

L. Harapel, Sr. Vice President
(Please Sign & Print Name and Title)

On this 23th day of August, 19 96, personally appeared before me, _____
L. Harapel who being duly sworn did say that he/she is the Sr. Vice President
_____, of EquiCredit Corporation of America*, and that the foregoing instrument was signed in
behalf of said Corporation by authority of a resolution of its Board of Directors, and said L. Harapel
_____ acknowledged to me that they executed the same. *Attorney-in-Fact

[Seal]

ADRIANNE M. CLARK
Notary Public, State of Florida
My Comm. expires Oct. 29, 1999
Comm. No. CC 506465

Adrienne M. Clark
Notary Public Adrienne M. Clark
(Please Sign & Print Name)

9076615

UNOFFICIAL COPY

Property of Cook County Clerk's Office