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SUBORDINATION AGREEMENT INSTRUCTION LETTER

January 18, 1996

To Escrowee: NORWEST MORTGAGE INC.

DEPT-01 RECORDING \$23.50
 T#0014 TRAN 1989 02/13/96 11:30:00
 #2743 # RC **96-113720
 COOK COUNTY RECORDER

Lender: HOUSHOLD FINANCE CORPORATION III
 961 Weigel Dr
 Elmhurst, IL 60126

23 50
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I (We) hereby hand in escrow the attached Subordination Agreement which is dated January 18, 1996, executed by HOUSHOLD FINANCE CORPORATION III for use in the above referred to escrow for the account of FERNANDO VILLALPANDO SR AND DEBRA VILLALPANDO owner/borrower, covering the real property described therein.

Such Subordination Agreement is to be recorded by **ATI TITLE COMPANY** (the company) concurrently with a Deed of Trust or Mortgage in conjunction with a loan ("Refinance Loan") being made by NORWEST MORTGAGE INC. to FERNANDO VILLALPANDO SR AND DEBRA VILLALPANDO in an amount not to exceed \$ 141,266.00 Such Subordination Agreement is not to be recorded if the Refinance Loan exceeds the above-stated amount.

This Subordination Agreement is being delivered in connection with a refinancing of owner/borrower's existing first mortgage loan. Such Subordination Agreement is not to be recorded unless said first mortgage loan is paid off in full as part of this escrow.

(Check if applicable)

There is a consideration of \$ _____ to be paid by Borrower to Household for the preparation and use of the Subordination Agreement. Said sum shall be paid out of the proceeds of the Refinance Loan and forwarded by Escrowee to Household.

NORWEST MORTGAGE INC. (Escrowee) **ATI TITLE COMPANY** (the company) are instructed by us, HOUSHOLD FINANCE CORPORATION III (Household) and Owner/Borrower to record said Subordination Agreement as an accommodation only and without any liability for doing so. Household shall have no responsibility to pay the cost of recording the Subordination Agreement or the escrow fee.

THE TERMS AND CONDITIONS OF THIS LETTER ARE HEREBY ACCEPTED.

Fernando Villalpando Sr
 Owner/Borrower
Nancy Haring
 Household

ATI TITLE CO.
 Escrowee

Prepared by: NANCY HARING SUBOR
See above address for prepared.

NH (2/12)
 96000079

ATI TITLE COMPANY

Box 156

RECORDING
 BOX 156

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Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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RECORDING

REQUESTED BY:

577 lamont

Elmhurst, IL 60128

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 January 16, 1996 by FERNANDO VILLALPANDO SR AND DEBRA VILLALPANDO, owner of the land hereinafter described and hereinafter referred to as "Owner(s)", and HOUSHOLD 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, FERNANDO VILLALPANDO SR AND DEBRA VILLALPANDO did execute a deed of trust or mortgage, dated 08/02/95, covering:

Address: 2324 S EUCLID
BERWYN, IL 60402

County: COOK

PIN: 16-30-208-028

and otherwise known as: THE NORTH 2/5 OF LOT 35 AND THE SOUTH 4/5 OF LOT 36 IN BLOCK 4 IN KILMA'S SUBDIVISION OF LOTS 1 AND 2 IN THE PARTITION OF THE WEST 51-49 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 41 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

to secure a note in the sum of \$10,000.00, dated 08/02/95, in favor of HOUSHOLD FINANCE CORPORATION III, which deed of trust or mortgage was recorded in the county of COOK on 08/07/95, in Book Page Document 95518875, 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 \$141,266.00 dated 1-30-96 in favor of NORWEST MORTGAGE 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;

95518875

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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.

Fernando Villalando, Sr.
Owner
Debra Villalando
Owner

HOUSHOLD FINANCE CORPORATION III

N A Haring
N A HARING
V.P. OF ADMIN SERVICES

96113720

State of Illinois
County of DU PAGE

The foregoing instrument was acknowledged before me this January 13, 1996, by N A HARING, VP OF ADMIN SERVICES OF HOUSHOLD FINANCE CORPORATION III

Brian Gallagher
BRIAN GALLAGHER
Notary Public



State of IL
County of DuPage

The foregoing instrument was acknowledged before me this 30th day of January 19 96, by FERNANDO VILLALANDO, SR AND DEBRA VILLALANDO
HUSBAND and WIFE

Dawn Lippeth
Notary Public

My commission expires: 11-2-96

