Cook County Recarder

After Recording Return To: FIRSTPLUS FINANCIAL, INC. 1600 Viceroy, 3rd Flogr Dallas, Tx. 75235 ATTN: Steve Bailey

9708-30182

SUBORDINATION AGREEMENT

STATE OF ILLINOIS

COUNTY OF COOK

THIS SUBORDINATION AGREEMENT, hereinafter referred to as Agreement, is made and entered into this 20 1 day of AUGUST, 1997, by and among the KEVIN DEKKER AND WIFE, KATHRYNDEKKER(Bolrover), MORTGAGE INVESTORS CORPORATION(the Lender) and FIRSTPLUS FINANCIAL, INC (the Subordinating Party).

WITNESSETH

WHEREAS, the Lender as a condition precedent to the origination of a Loan to the Borrower, the Lender requires the subordination of the lien hald by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower(s), the Lencer and the Subordinating Party mutually agree as follows:

1. The Property subject to this agreement is located at 470 MILTON; HOFFMAN ESTATES, IL, and is more particularly described as follows:

LOT 22 IN BLOCK 99 IN HOFFMAN ESTATES VII, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1958 AS DOCUMENT NO. LR 1816080 IN COOK COUNTY, ILLINOIS. #07-16-410-011

2. The superior debt is more fully described in a note in the original principal sum of not to exceed \$153,640.00; executed by Borrower(s), made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the Security Instrument Records of the above county.

5-NO P-40 M-NO

Property of Cook County Clerk's Office

UNOFFICIAL COPY 21319 Page 2 of 4

The Superior debt shall mean all debts and liabilities, including any future indebtedness of Borrower(s) secured by the Security Instrument whether such debts or liabilities may now exist or are hereinafter incurred or arise, and whether the obligation or liability of Borrower(s) thereon be direct, contingent, primary, secondary, joint, several or otherwise and irrespective of whether such debts or liabilities be evidenced by note, contract, escrow account or otherwise, and irrespective of the person or persons in whose favor such debts or liabilities may, at their inception have been or may hereafter be created or the manner in which they have been or may hereafter be acquired by the undersigned.

- 3. The accordinated debt is more fully described in a note in the original principal sum of \$18,000.00, recented by KEVIN DEKKER AND WIFE, KATHRYN DEKKER made payable to FIRSTPLUS FINANCIAL, INCORPORATED, and secured by a Deed of Trust dated DECEMBER 17, 1996, and filed for record on JANUARY 15, 1997 in 97031785 of the Real Property Records of spid County.
- 4. The Subordinating Party who is now the holder of the subordinated debt, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt ne'd by the Lender.
- 5. This Agreement constitutes a continuing sur ordination until the superior debt and any renewal, extensions, or other liabilities arising out of said debt or any part thereof is repaid in full. This Agreement is cumulative of all other rights and securities of Lender. No waiver by Lender of any right hereunder with respect to a particular payment shall affect or impair its rights in any matters thereafter occurring.
- 6. This Agreement shall be governed by the laws of the S ate of ILLINOIS
- 7. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this 20 day of August, 1997.	
	SUBORDINATING PARTY:
	FIRSTPLUS FINANCIAL, INC.
	Ву:
Borrower	Its:
Borrower	Vice-President

Property of Coot County Clert's Office

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF BALLAS

(Corporate Acknowledgment)

BEFORE ME, the undersigned authority, on this day appeared Julie Lovoi the Vice-President of FIRSTPLUS FINANCIAL. INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

Notary Public, State of Texas Notary's Name: Loretta L. Arnold

Notary's Commission Expires: 6-27-2800 *
Clarts Office

LORETTA L. ARNOLD MY COMMISSION EXPIRES June 27, 2000

Property of Cook County Clerk's Office

Exhibit A

Lot 22 in Block 99 in Hoffman Estates VII, a subdivision of part of the Southeast Quarter of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 5, 1958 as Document No. LR 1816080 in Cook County, Illinois.

I. 40. #07-16-415-011-0000

Took of Colling Clarks Office "Daed Source: Document No. 96013947"

File No: 9708-30182

Property of Cook County Clark's Office