

STATE OF ILLINOIS )  
COUNTY OF . COOK )

ss:

SUBORDINATION AGREEMENT

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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.

(3)  
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THIS AGREEMENT, made this 29th of September 1997 by Zohier and Fadia Sweiss, Owner(s) of the land hereinafter described and hereinafter referred to as "Owner", and L. PRITIKIN & A. BECKER, INC., 4224 W. CHICAGO AVE., CHICAGO, IL 60651, present beneficiary under a deed of trust/mortgage recorded in the name of CHICAGO TITLE AND TRUST COMPANY, as trustee. L. PRITIKIN & A. BECKER, INC. are collectively referred to hereinafter as "Beneficiary".

WITNESSETH

THAT WHEREAS, Zohier and Fadia Sweiss, did execute a deed of trust/mortgage, dated September 24, 1997 in favor of Beneficiary covering:

LOT 8 IN MALLOW RIDGE SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 11019 167TH PLACE, ORLAND PARK, IL 60462  
Permanent Tax ID: 27-29-105-014

to secure a note in the sum of \$11,595.00, dated September 24, 1997, which deed of trust/mortgage was recorded October 9, 1997, in the Office of the Recorder of Deeds of COOK County as Document No. 97754776. in the name of CHICAGO TITLE AND TRUST COMPANY, as trustee.

WHEREAS, Owner has executed, or is about to execute, a deed of trust/mortgage and note in the sum of \$ 295,000.00, in favor of NEW CENTURY MORTGAGE CORPORATION, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust/mortgage is to be recorded concurrently herewith, and

WHEREAS, it is a condition precedent to obtain said loan that said deed of trust/mortgage last 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 deed of trust/mortgage first above mentioned; and

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

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

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(1) That said deed of trust/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 deed of trust/mortgage above mentioned in favor of Beneficiary.

(2) That Lender would not make its loan above described without this subordination agreement.

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

**Beneficiary declares, agrees and acknowledges that**

(a) It consents to and approves (i) all provisions of the note and deed of trust/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) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust/mortgage first above mentioned in favor of the lien or charge upon said land of the deed of trust/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 and 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 deed of trust/mortgage first above mentioned that said deed of trust/mortgage has by this instrument been subordinated to the lien or charge of the deed of trust/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.

CONSENTED TO BY: THE CHICAGO TITLE AND TRUST, as Trustee for Beneficiary: L. Pritikin & A. Becker, Inc.,

*Jean M. Bolger*  
Print Name/Title: JEAN M. BOLGER  
Assistant Vice President

*James Aberson*  
Assistant Secretary

F50-2-5  
*Zohier Sweiss*  
Zohier Sweiss  
Owner / Fadia Sweiss  
*Zohier Sweiss*  
Zohier Sweiss  
Owner / Zohier Sweiss



(All signatures must be notarized / acknowledged)

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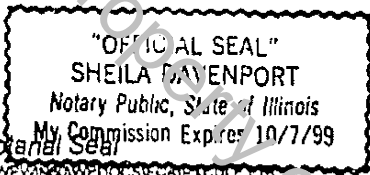
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and

Assistant Secretary of *The Chicago Trust Company*, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this day  
of DEC 11 1997 1997.

*Sheila Davenport*

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