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1998-06-16 11:10:33

Cook County Recorder

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COOK COUNTY
REBORDER
JESSE WHITE
BRIDGEVIEW OFFICE

Strain Congression Con W

198504260

MERRILL LYNCH CREGIT CORPORATION

4802 Deer Lake Drive East

Jacksonville, FL 32246

ATTN: Paulette R. Singletary

LOAN#: 64491439

ESCROW/CLOSING#:

CASE#

SPACE ABOVE FOR RECORDERS USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRICEITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

	THIS AGREEMENT, made this	30th day o	of Marc)	, 19 98
by	Robert C. Bruce and Linda Bruce			
Me	er of the land hereinafter described an errill Lynch Credit Corporation			, present
	er and holder of the MORTGAGE an	d note first herein	after described and he	reinafter referred to us
"Be	neficiary";			

FHAVACONV Subordination Agreement 1C346(US (OD84)

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WITNESSETH

did execute a MORTGAGE, dated	June 17, 1997	······································	, to Merrill Lynch
Credit Corporation Park Ridge, Illinois 60068		, as trustee, cove	ering 802 S. Courtland,
to secure a note in the sum of \$ 232,0	, dated June 17, 1997		
in favor of Merrill Lynch Credit Co	poration		
which MORTGAGE vers recorded Official Records of said Cook county;		468079	_
WHEREAS, Owner has execu	ted, or is about to e:	kecute, a MORTGA	AGE and note in the sum
of\$ 160,000.00	, dated A	pril 1998	, in favor of
BANK OF AMERICA, FSB	0/		, hereinafter
referred to as "Lender", payable with i	nterest and upon the rently herewith; and		ons described therein, which

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 or charge of the MORTGAGE above mentioned to the lies or charge of the 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 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 include Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

FHA/VA/CONV Subordination Agreement IC2441US (03/84)

- (1) That said MORTGAGE securing said note in favor of Lender, and any executions and superior to the lien or charge of the MORTGAGE first above mentioned.
- (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 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 deeds of trust hereinbefore specifically described, and prior agreements 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 deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and ac moviledged that

- (a) Beneficiary 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 at d Lender for the disbursement of 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 of 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 make in whole or in part;
- (c) Beneficiary 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 the 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 and other obligations are being and will be entered into which will 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.

PHAVACONV Subordination Agreement (C246) US (03/84)

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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 LAND.

MERRILL-BYNCH CREDIT CORPORATION	Robert C. Bruce
/ Hard	
Ry Chapmen, Vice President	Linda Bruce
Ô	
STATE OF FLORIDA	
COUNTY OF DUVAL	
	ed, a Notary Public in and for said state, personally
appeared Ray Chapman, Vice President, of Merrill Ly	nch Credit Corporation, personally known to me to
be the person whose name is subscribed to the wi	thin instrument and acknowledged to me that he
executed the same in his authorized capacity, that by h	his signature on the instrument the corporation upon
behalf of which he acted executed the instrument, and corporation.	d that the instrument is the free act and deed of the
WITNESS my hand and official seal.	Elizabeth R. Corber
Ettabeth R. Colby	Name: Elizabeth R. Colby
MY COMMISSION & CC66662 EXPIRES	Notary Public, State of Florida
MONORO THREE TROY FAIN MINURANCE, INC	
	C/O/A/S
STATE OF ILLINOIS	T'6
COUNTY OR CE SEC SALE	0,
On 1998, before me,	the undersigned, a Notary Pablic in and for said
state, personally appeared Robert C. Bruce and Linda	Bruce, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the persons w	hose names are subscribed to the within instrument.
WITNESS my hand and official seal.	
·	
	Name:
	Notary Public, State of Illinois

PHAYA/CONY Subordination Agreement (C248)US (03/84)

Initials: /

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LOT 3 IN BLOCK ONE IN THE SUBDIVISION OF THE EAST 1/3 OF THAT PART LYING SOUTH OF THE NORTH 20 ACRES OF THE NORTH 17.32 CHAINS OF THE WEST ±9.5 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N 09-35-408-019 P/A 802 S. COURTLAND, PARK RIDGE, IL 60068

Court of County Clerk's Office