## UNOFFICIAL COPM 29455

Recording Requested B

Norwest Mortgage, Int. 7495 New Horizon Way Frederick, MD 21703

And When Recorded Mail T

The Prudential Savings Bank, 5:S.B One Ravinia Drive, Suite 1000 Atlanta, Georgia 30346

Attention: Lora Servicing

Account Number: 63/J0008289

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### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 16TH day of JANUARY, 1998, by

The Prudential Savings Bank, FSB

(the "Subordinating Party"), whose address is <u>One Ravinia Drive, Ste 1000, Atlanta, GA 30346</u> and is being given to

Norwest Mortgage, Inc.

(the "Lender"), whose address is 7495 New Horizon Way Frederick, MD 21703.

#### **RECITALS**

WHEREAS, the Lender is making (or made) a mortgage toan (the "Loan") to

Christine M. Sobieski,

(the "Borrower") in connection with the acquisition or refinancing of certain prepares with a property address of

### 115 Bright Ridge Road, Schaumberg, Illinois 60194

which premises are more fully described in Exhibit A attached to and incorporated herein by reference (the "Property");

WHEREAS, the Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a mortgage, deed of trust or other security instrument encumbering the Property in the sum of \$55,000.00, in favor of the Lender (the "New Mortgage")  $\frac{11}{1000} \frac{1000}{1000} \frac{1000}{10000$ 

WHEREAS, the Subordinating Party now owns or holds an interest as mortgagee of the Property pursuant to a mortgage, deed of trust or other security instrument dated <u>JULY 20, 1995</u> (the "Existing Mortgage"), and recorded on <u>AUGUST 15,1995</u>, at Book/Liber <u>n/a</u>, Page <u>n/a</u>, as Document No. <u>95538847</u>, in the official records for the County of <u>Cock</u>, State of <u>Illinois</u> (the "Recording Office").

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## UNOFFICIAL COPY: 129.655

WHEREAS, the Lender is about to make (or made) the Loan expressly upon the condition the Subordinating Party unconditionally subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; and

WHEREAS, it is the intent and desire of the Subordinating Party that the Existing Mortgage be made subject and subordinate to the New Mortgage in favor of the Lender;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by execution of this Agreement, the parties, intending to be legally bound by this Agreement, agree as follows:

- 1. Subordination of Existing Mortgage. The Existing Mortgage is hereby subordinated to the lien of the New Mongage to the full extent and in the aggregate amount of all advances made or to be made by the Lender, and the lied of the Existing Mortgage shall henceforth and forever be subject, subordinate and inferior in lien, right and dignity at all times to the lien, right and dignity of the New Mortgage and any extensions, renewals and modifications of it.
- 2. Effect of Subordination. The Subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same torce and effect as though the New Mortgage had been executed, delivered, and recorded in the Recording Office prior to the execution, delivery, and recordation of the Existing Mortgage.
- 3. Entire Agreement. This Agreement contains the whole agreement between the parties as to the mortgage loans, and the priority thereof as described above, and there are no agreements, written or oral, outside or separate from this Agreement, and all prior negotiations, if any, are merged into this Agreement. No modification, release, discharge, or wiver of any provision of this Agreement shall have any force or effect unless it is in writing signed by the parties.
- 4. Parties Bound. This Agreement shrif be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.

This Subordination Agreement is given, executed, and delivered by the undersigned on the same day and year first written above.

Prudential Savines Bank, F.S.B.

Cheryl W. Galez Its: Vice President [Corporate Seal] STATE OF \_Georgia\_ COUNTY OF Dekalb.

\_ before me, the undersigned, a Notary Public in and for \_day of \_ said county, personally appeared to me Cheryl W Gates personally known, who being duly swom, did say that she is Vice President of The Prudential Savines Bank, F.S.B., and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notatial seal the day and year last above written.

Fudul Challe
Holary Public Tubitat K. ANDERSON

My commission expires:

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