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1999-05-07 09:31:38
Cook County Recorder 25.50

MAIL TO:

Recording Requested By:

Norwest Mortgage, Inc.
100 South 5th Street, Suite 1000
Minneapolis, Minnesota 55402

And When Recorded Mail To:

The Prudential Bank and Trust Company
One Ravinia Drive Suite 1000
Atlanta, Georgia 30346
Attention Loan Servicing: Gail Lazar

Account Number: 5250069960

Space above this line for Recorder's use

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 16th day of April, 1999, by
The Prudential Bank and Trust Company

(the "Subordinating Party"), whose address is: *One Ravinia Drive, Suite 1000, Atlanta, Georgia 30346*
and is being given to

Norwest Mortgage, Inc., its successors and/or assigns.

(the "Lender"), whose address is: *100 South 5th Street, Suite 1000, Minneapolis, Minnesota 55402*

RECITALS

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

John J. Muhs, Monica B. Muhs

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

512 Cutters Mill Lane, Schaumburg, 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 \$139,000.00 in favor of the Lender (the "New Mortgage").

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 December 11, 1991 (the "Existing Mortgage"), and recorded on December 18, 1991 in Volume/Book/Reel/Liber n/a at Page/Folio n/a as Document No. 91666710 official records for the County/Town/City of Cook State Illinois (the "Recording Office").

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 Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the Lender, and the lien 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 force 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 waiver 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 shall be binding on and shall 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.

Signed, sealed and delivered on the date shown above in the presence of:

Paula Vaughters
Unofficial Witness ~~XXXXXX~~
Paula Vaughters

The Prudential Bank and Trust Company

By: Gayle H. Copeland
Gayle H. Copeland
Its: Vice President

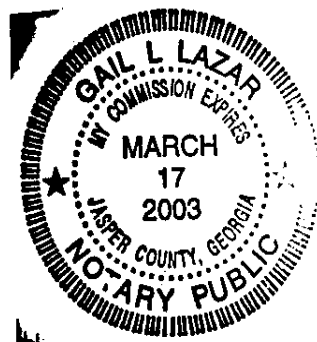


STATE OF GEORGIA)
COUNTY OF DEKALB)

On this 16 day of April, 1999 before me, the undersigned, a Notary Public in and for said county, personally appeared to me Gayle H. Copeland personally known, who being duly sworn, did say that he/she is Vice President of The Prudential Bank and Trust Company and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

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

Gail L. Lazar
Notary Public Gail L. Lazar
My Commission expires:



UNOFFICIAL COPY

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SCHEDULE A

LOT 152 IN CUTTER'S MILL UNIT TWO BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1984 AS DOCUMENT 27242104, IN COOK COUNTY, ILLINOIS.

MUHS, 512 CUTTERS MILL LANE, SCHAUMBURG, IL 60194
P.I.N.: 07-17-318-004