

3 of all UNOFFICIAL COPY

99834804

7447/0030 04 001 Page 1 of 2  
1999-09-01 08:46:29  
Cook County Recorder 43.00

CTI 7814294-L

SUBORDINATION AGREEMENT

99065939



This Subordination Agreement (the "Agreement") is made and entered into this 16th day of August 1999 by and Lendex, Incorporated (the "Lender") and the Village of Dolton, an Illinois Municipality and Home Rule Unit of Government (the "Village") as follows:

I. The Village is the present legal holder and owner of a certain mortgage dated April 9, 1996 from Reginald Smith and Debra Smith, as Mortgagor (the "Borrowers"), to the Village, as Mortgagee, recorded in Cook County Recorder of Deeds as Document Number 96267421, with a permanent lien recorded on April 1, 1996, and concerning real property in Cook County, Illinois commonly known as 14248 South Kenwood, Dolton, IL 60419, and which legally described as follows:

*Handwritten initials/signature*

**LOT 86 IN THE SUBDIVISION OF BLOCK 40 IN THE CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

Permanent Index Number: 29-03-402-034-0000

which mortgage secures the payment of a note in the original principal sum of Thirty two thousand four hundred ninety five dollars (\$32,495.00) plus advances in the amount of N/A Dollars (\$N/A), executed by Reginald and Debra Smith and made payable to the Village of Dolton.

2. A) That the Village, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, hereby agrees to waive the priority of the lien of the mortgage described in paragraph I. of this Agreement but only insofar as the following described mortgage is concerned but not otherwise:

That certain mortgage from Reginald and Debra Smith as Mortgagor to Lendex, Incorporated as Mortgagee, which said mortgage secures the payment of a note in the amount of Sixty one thousand nine hundred Dollars (\$61,900.00) dated August 20, 1999 (the "Lenders Debt"), concerning the real property in Cook County, Illinois and commonly known as 14248 South Kenwood, Dolton, Illinois and legally described aforesaid herein.

B) That the Lender's debt shall be defined to include not only the principal sum of Sixty one thousand nine hundred Dollars (\$61,900.00) but also any and all interest, late charges, attorneys fees, advances for real estate taxes or insurance made pursuant to the terms of the said mortgage necessary to preserve the Lender's lien. The terms of the note and mortgage are incorporated herein by reference as if fully set out herein.

BOX 333-CTI

# UNOFFICIAL COPY

99834804

3. The Village warrants to the Lender as follows:
  - A) That the execution of the note and mortgage to Lender shall not constitute a default of the Borrower's obligation to the Village.
  - B) That in the event of a default under the subordinated debt, the Village agrees to notify the Lender of such default and any actions of the Borrowers which may be required to cure the same.
4. That the Village hereby consents that the lien of the mortgage described in paragraph 1. of this Agreement shall be taken as second and inferior to the lien of the mortgage described in paragraph 2. of this Agreement.
5. That the Lender may, in its discretion, and at any time and from time to time, without consent but with notice to the Village, and, with or without valuable consideration, release any person primarily or secondarily liable on the Lender's debts or may permit substitution, or withdrawals or any security or collateral at any time securing payment of said indebtedness or release any such security or collateral or, renew and extend or accept any partial payments on the Lender's debt or alter in such manner as the Lender shall deem proper, the terms of any instruments evidencing or securing the Lender's debt or any part thereof without in any manner impairing the Lender's rights hereunder. It shall not be necessary for the Lender, in order to enforce its rights hereunder, to institute suit or exhaust its remedies against any person obligated to pay the Lender's debt.
6. That both the Lender and the Village agree that nothing in this Agreement shall be construed to affect or limit the rights of the Village under its mortgage or any of the other Village documents related to said mortgage.
7. That the Lender, in the event of default by Borrowers on the Lender's debt, warrants that it will notify the Village of the default and any actions of the Borrowers which may be required to cure the same.
8. That the Lender, in the event the property commonly known as 14248 South Kerwood, Dolton, IL is sold at a County property tax sale for delinquent property taxes, warrants that it will notify the Village of said of property taxes and any actions of the Borrowers which may be required to cure the same.
9. That this Agreement constitutes a continuing subordination until the Lender's debt and any renewal, extension, or other liabilities arising out of said debt or any part thereof is repaid in full. This Agreement is cumulative of all rights and security of both the Lender and the Village and no waiver by the Lender or the Village of any right hereunder with respect to a particular payment shall affect or impair its rights in any other documents or matters occurring at any time.

mail prepared.  
Lender Inc  
3030 LBJ Freeway Suite 300  
Dallas, TX 75234