

Project Number:  
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Cook County Recorder 25.50



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### SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is made and entered into this 26<sup>th</sup> day of August, 1999 by and between Equicredit Corporation of Illinois (the "Lender") and the County of Cook, a body politic and corporate of the State of Illinois (the "County") as follows:

1. The County is the present legal holder and owner of a certain mortgage dated February 28, 1997 from William A. Hall, married to Faye Hall, as Mortgagor, (the "Borrower"), to the West Suburban Neighborhood Preservation Agency, as Mortgagee, recorded in Cook County, Illinois as Document Number 97234017 and concerning real property in Cook County, Illinois commonly known as 413 25<sup>th</sup> Avenue, Bellwood, Illinois, 60104, and which is legally described as follows:

THE NORTH ¼ OF LOT 9 IN BLOCK 5 IN WALRATH'S SUBDIVISION OF THAT PART OF THE WEST 17.02 CHAINS BOUNDED ON THE NORTH BY ST. CHARLES ROAD AND ON THE SOUTH BY A LINE PARALLEL WITH THE CENTER LINE OF SAID ROAD SO FAR DISTANCE AS TO INCLUDE 70 ACRES IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which mortgage secures the payment of a note in the original principal sum of Sixty-Six Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$66,995.00) plus advances in the amount of Three Thousand Five Hundred Fifty and 00/100 Dollars (\$3,350.00), executed by William A. Hall, said note and mortgage assigned to the County by an Assignment of Note, Homeowner Loan Agreement, Mortgage and Amendment, recorded in Cook County, Illinois as Document Number 08053414.

2. a. That the County, 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 1. of this Agreement but only insofar as the following described mortgage is concerned but not otherwise:

99887879

RETURN TO:

LAKESHORE TITLE AGENCY  
1301 E. HIGGINS RD.  
ELK GROVE VILLAGE, IL 60007

99061907



That certain mortgage recorded as Document Number \_\_\_\_\_ in the Cook County Recorder's Office on the 26<sup>th</sup> day of August, 1999 and recorded as Document Number \_\_\_\_\_ in the Cook County Recorder's Office on the \_\_\_\_ day of \_\_\_\_\_, 1999, from William A. Hall, married to Faye Hall, as Mortgagor, to Equicredit Corporation of Illinois, as Mortgagee, which said mortgage secures the payment of a note in the amount of dated the 26<sup>th</sup> day of August, 1999 (the "Lender's debt").

b. That the Lender's debt shall be defined to include not only the principal sum of Eighty-Four Thousand and 00/00 Dollars (\$84,000.00) but also any and all interest, late charges, attorney's 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.

3. The County 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 County.

b. That in the event of a default under the subordinated debt, the County agrees to notify the Lender of such default and any actions of the Borrower which may be required to cure the same.

4. That the County hereby consents that the lien of the mortgage describe in paragraph 1. of this Agreement shall be taken as second and inferior to the lien of the mortgage described in paragraph 2. 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 County, and with or without valuable consideration, release any person primarily or secondarily liable on the Lender's debt or may permit substitution, or withdrawals of 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.

That both the Lender and the County agree that nothing in this paragraph shall be construed to affect or limit the rights of the County under its mortgage or any of the other County documents related to said mortgage.

7. That the Lender, in the event of default by the Borrower on the Lender's debt, warrants that it will notify the County of the default and any actions of the Borrower which may be required to cure the same.

8. 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 other rights and securities of both the Lender and the County and no waiver by the Lender or the County 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.

9. That this Agreement shall be governed by the laws of the State of Illinois.

10. That this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto, but the Lender and the County agree that neither shall assign their respective claims or any part thereof, without making the rights and interests of the assignee subject in all respects to the terms of this Agreement.

Dated this 26<sup>th</sup> day of August, 1999.

COUNTY OF COOK, ILLINOIS

BY:

[Signature]  
Chief Administrative Officer

ATTEST:

[Signature]  
County Clerk

EQUICREDIT CORPORATION OF ILLINOIS

BY:

[Signature] R.V.P.

ITS:

ATTEST:

[Signature] (SEAL)

ITS:



Prepared by: Kathryn L. Samuelson, Cook County Department of Planning and Development,  
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