UNOFFICIAL CO2/0153 49 001 Page 1 of

1999-01-28 14:05:56

Cook County Recorder

25.50

Recording Requested By:

Scott B. Friedman, Attorney at Law 120 West Eastman, Suite 3000 Arlington Heights, Illinois 60004



And When Recorded Mail To:

The Prudential Savings Bank, FSB One Ravinia Drive, Suite 1000 Atlanta, Georgia 30346 Attention Loan Servicing: Gail Lazar

Account Number: 5250069101

Space above this line for Recorder's use

SUBORDINATION AGREEMENT

THIS SUBOLDINATION AGREEMENT is made this 23rd day of November, 1998, by

The Prudential Savings Bank, FSB

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

Jorwest Mortgage, Inc.

(the "Lender"), whose address is: 100 South 5th Stre 1, Suite 1000, Minneapolis, Minnesota 55402

RECTALS

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

Nick L. Digiola, Nancy Deasy Digiola

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

4100 North Firestone, Hoffman Estates, Illinois 60195

which premises are more fully described in Exhibit A attached to and incorporated out in 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 \$91,000.00 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 <u>April 4, 1994</u> (the "Existing Mortgage"), and recorded on <u>August 12, 1994</u> in Reel <u>n/a</u> at Page <u>n/a</u> as Document <u>94716782</u> the official records for the County of <u>Cook</u>, State of <u>Illinois</u> (the "Recording Office").

O'Connor Title Services, Inc.

62318902

UNOFFICIAL COPY 9094526

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:

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 and times to the lien, right and dignity of the New Mortgage and any extensions, renewals and modifications of ic.
- 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 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 vear first written above.

| Signed spaled and | delivered on | the data shown | ahawa in : | the arrest of the |
|----------------------|----------------|-------------------|----------------|---|
| Signed, sealed and | denvered on | the date shown | авоче ш | The Projectial Savings Bank, F8B |
| Mare | <u> </u> | | | By: No The Vot |
| Unofficial Witness | Gail I | azar | | Cerad R. Vogt. |
| | | | | Its: Vice President |
| STATE OF Georgi | ía | ` | | 0 2 5 |
| STATE OF GOOR | a |))SS. | | Companie Sall |
| COUNTY OF Dek | alb |) | | (Corporate Scal) |
| | | , | | المراجع |
| On this23 | day of | November, | 1998 | before me, the undersigned, a Notary |
| Public in and for sa | id county, per | rsonally appeare | d to me _ | Gerard R Voot |
| personally known, | who being du | ly sworn, did say | that he is | Vice President |
| of The Prudenti | al Saving | s Bank, FS | B Disastasa | and that foregoing instrument was signed on behalf |
| to be the voluntary | act and deed | of said comora | Directors, | and he acknowledged the execution of said instrument |
|) | art and door | or said corpora | HOII. | |
| Witness my hand a | nd notarial se | eal the day and | year last a | bove written. |
| () Y |) / | | | |
| DANS | | | | HILL HAYGOO |
| Notary Public Lo | ori W. Hay | ygood | | A SIM EXPRISA. |
| My Commission ex | pnes. | | | |
| | | | | 夏 0 15 4m 4m 夏 5 1 |
| | | | 2 | |

UNOFFICIAL COPY

Property of Cook County Clerk's Office





UNOFFICIAL COPY 99094526

LEGAL DESCRIPTION

LOT 1 IN BLOCK 2 IN WINSTON KNOLLS UNIT 2, BEING A SUBDIVISION OF PARTS OF SECTION 19 SECTION 20, SECTION 29 AND SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 14. 1969 AS DOCUMENT NO. 20809713 IN COOK COUNTY, ILLINOIS.

** ORDER NUMBER: 62318902 DIGIOLA

NICK L.

PIN NO. 02-19-418-040-0000

Oberty Or Colling Colling Colling Colling Colling Testates Commonly Known As: 4100 North Firestone Drive, Hoffman Estates, Illinois 60195