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Cook County Recorder



## Mortgage Subordination Agreement

THIS AGREEMENT is made this day of, by		
being given to		
Recitals		
1. LENDER is making a mortgage loan (the "Loan") to:		
REID A. SMITH PAMELA M. SMITH		
("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 422 S MAIN ST. MOUNT PROSPECT, 11 '60056 which premises are more fully described in Exhibit A attached hereto and incorporated herein by reference ("Property").		
2. 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 in the sum of \$\_202.000.00\_1\_1\_1\_1\_1\_1\_1\		
3. Subordinating Party is also making a monogage loan to the Borrower in the amount of TWENTY - FIVE THOUSAND & 00/100 Dollars (\$ 25,000.00 in connection with the acquisition of the Property, or now owns or holds an interest as mortgagee of the Property pursuant to the provisions of that certain Mortgage/Derd of Trust dated DECEMBER 29, 1997 at Mortgage Book Page as Document No. 25-179261 in the office of the Recorder, County of COOK State of LULINOIS		
4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mongage/Deed of Trust to the lien in favor of LENDER in the manner hereinafter described.		
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subpromating Party, and to		

## Subordinating Party further agrees that:

Subordinating Party further agrees that:

1. Subordinating Party will not exercise any foreclosure rights with respect to the Property, will not accept a deed in lieu of foreclosure, and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the property, without fat least thirty (30) days prior written notice to LENDER. All such notices shall be sent to:

induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust has been executed and recorded prior in time to

the execution and recordation of the Subordinating Party's Mortgage/Deed of Trust.

MAIL TO: NORWEST MORTGAGE, INC. P. O. BOX 4148 FREDERICK, MD 21705-4148

- 2. Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.
- 3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

<b>%</b>	
Homes	INNERS MORTENET ESVITU
WITNESS:	Subordinating Party
And Butte By: The	Cof
	(Signature)
Carthonall Its: SUBORA	(Signature)  Line Tow MER  (Title)
	(Title)
STATE OF TEXAS	
COUNTY OF HARRIS	
On this day of day of Notary Public in and for said county, personally appeared to me R.	2.18, before me, the undersigned, a
personally known, who being duly sworn, did say that he/she is	BORA WATTON MER
of Hamilauners   ORTGAGE TO EQUITY signed on behalf of said corporation by authority of its Board of 1	
execution of said instrument to be the voluntary act and deed of said con	. 40
Witness my hand and notarial seal the day and year last above written.	
My commission expires	el Butler
VALUE STREET	Notary Public
CHERYL BUTLER	See Stream Boulet !
Commission Expires: APRIL 10, 2002	

## **UNOFFICIAL COPY**

**LEGAL DESCRIPTION** 

LOT 13 IN BLOCK 2 IN PROSPECT PARK SUBDIVISION NUMBER 1 BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH 60 RDDS OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4: NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING STREETS PREVIOUSLY DEDICATED), ACCORDING TO THE PLAT THEREOF RECOIDED JUNE 9, 1925 AS DOCUMENT NUMBER Phy Clark's Office 8938526, IN COOK COUNTY, ILLINOIS.

PIN NO. 08-12-302-024-0000

Commonly Known As: 422 S. Main Street, Mt. Prospect, Illinois 60056