Cook County Recorder



prepared by:

Please return recorded document to: Homecomings Financial Network 1301 Office Center Drive, Suite 200 Ft. Washington, PA. 19034 Attn Sean Flanagan

RFC Loan # 2597479

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is m de this February 1, 1999, by The Chase Manhattan Bank N.A. as Trustee,

c/o RESIDENTIAL FUNDING CORPORATION, as Attorney in Fact, ("Subordinating Party")

whose address is 8400 Normandale Lake Blvd., Suite 600, Minneapolis, Minnesota
55437, and is being given to Prism Mortgage Company (Lender").

RECITALS

1. Lender is making a mortgage loan (the "Loan") to Ronald R. Phillips and Deborah E.

Phillips, ("Borrower") on real property whose address is known as 10926 West Grand
Ave., Melrose Park, IL 60104, which property is more fully described in Exhibit "A"
attached hereto and incorporated herein by reference ("Property").

- 3. Subordinating Party now holds an interest as mortgagee of the Property pursuant to the provisions of that certain mortgage dated Saptember 26, 1997 and recorded October 6, 1997 as Document No. 97739721, with an outstanding principal balance in the amount of \$12,000.00
- Lender is willing to make such loan to Borrower provided that Lender's position is a first lien on the Property and Suborcinating Party unconditionally subordinates the lien of its mortgage deed of trust to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, for good and valuable consideration, and 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 lie 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 had been executed and recorded prior in time to the execution and recordation of Subordinating Party's mortgage/deed of trust.

Subordinating Party further agrees that:

- Any future advance of funds or additional debt that may be secured 1. by Subordinating Party's mortgage/deed of trust 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 of funds or additional debt secured by Subordinating Party's mortgage/deed
- This Agreement is made under the laws of the State in which the 2. Property is located. It cannot be waived, changed or terminated, except by a written agreement signed by both parties. This Mortgage Subordination 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 Mortgage Subordination Agreement.

**BOX 333-CTI** 

# **UNOFFICIAL COPY**

99135865

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

WITNESS:

By: The Chase Manhattan Bank N.A. as Trustee c/o Residential Funding Corporation as Attorney in Fact

В

VINCENT CONCA Assistant Vice President

Ronald R. Phillips

Deborah E. Phillips

### ACKNOWLEDGEMENT

\_STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On	on Debrusy 1999, before me, Kay 6. Bis	e, Notary Public,
	person fly appeared <u>Vincent Conca</u> , person	nally known to me to be the
	person whose name is subscribed to the within instrumer	
	that he/she executed the same in his/her authorized cap	pacity and that by his/her
	signature on the instrument the person or the entity up	oon behalf of which the person
` <u> </u>	acted executed the instrument.	

-WITNESS my hand and official seal.

Signature

NOTARIAL SEAL KAY G. BIDDLE, Notary Public Upper Dublin Twp., Montgomery County My Commission Expires April 1, 2002

## **UNOFFICIAL COPY**



## CHICAGO TITLE INSURANCE COMPANY

99135865

ORDER NUMBER: 1401 IL9910207 LPA STREET ADDRESS: 10926 W. GRAND AVENUE

CITY: MELROSE PARK COUNTY: COOK

TAX NUMBER: 12-29-108-014-0000

### LEGAL DESCRIPTION:

LOT 223 IN FREDERICK H. BARTLETT'S GRAND FARMS UNIT 'G' BEING A SUBDIVISION OF ST RIDIAN 2336083, COOK COUNTY CLORES OFFICE PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1939 AS DOCUMENT NUMBER 12336083, IN COOK COUNTY, ILLINOIS

LEGALD

CB4

02/03/99