



COOK COUNTY  
RECORDER

SKOKIE OFFICE

H 34538

AGREEMENT TO SUBORDINATE

This agreement made JANUARY 12, 1999 between James w. Williams Sam F. Spiguzza, MaryLynn Spiguzza, referred to as "Owner, and by Household Finance Corporation, referred to as "Mortgagee".

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of a certain promissory note for Forty Nine Thousand (49,900.29), plus interest, secured by a certain mortgage for & Nine Hundred and 29/100 such sum and interest made by Owner to Mortgagee, dated October 16, 1996 recorded October 21, 1996 in the Office of the Recorder of Deeds of Illinois, as Document No. 96798855 and covering the following described premises:

Lot 114 in Blayfield Second Addition A Subdivision of part of the South West Quarter of the South West Quarter of Section 33, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent tax index number: 24-33-310-026 \*\$110,200.00

Commonly known as: 5448 Crestwood Drive, Crestwood, Illinois 60445

AND WHEREAS, Owners have borrowed the sum of One Hundred and <sup>TEN</sup> Thousand ~~Two Hundred~~ and 00/100 (\$100,000\*) from First Franklin Financial Corp., secured by a mortgage on and covering the premises described above and recorded on \_\_\_\_\_ as Document Number 99153049 in aforesaid county.

AND WHEREAS, to induce First Franklin Corporation to make such a loan, it is necessary that the mortgage held by Household Financial Corporation be subordinated to the lien of the mortgage to First Financial Corporation as above set forth.

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions and provisions contained herein, the parties hereto agree as follows:

2P  
1X#  
M  
DW

1. Mortgagee hereby covenants, consents and agrees with Owner above that the aforesaid mortgage held by Mortgagee is and shall continue to be subject and subordinate in lien to the lien of the mortgage made to First Franklin Financial Corp and recorded as Document Number \_\_\_\_\_.

2. For the sum of Ten & No/100 dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee agrees to subordinate the mortgage held by it to that of the mortgage made to First Franklin Financial Corp aforesaid.

3. This Agreement shall be binding upon and insure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement on the date and date first above written.

MORTGAGEE  
BY [Signature]  
VICE PRESIDENT  
ATTEST A. Volpe  
ASSISTANT SECRETARY

STATE OF ILLINOIS, COUNTY OF \_\_\_\_\_, SS. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person(s) whose name(s) appear in the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 15<sup>th</sup> day of January, 1999.

[Signature]  
Notary Public Susan L. Etheridge

THIS INSTRUMENT PREPARED BY: Consumser Security Mortgage  
1200 Harger Road, Suite 421, Oakbrook, Illinois 60523  
Record and return to: First Franklin Financial Corporation  
3 Ada Street, Irvine, California 92618

