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1999-02-23 10:53:01
Cook County Recorder 43.00

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SUBORDINATION AGREEMENT Subordination of Mortgage

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 3rd day of FEBRUARY, 1999, by LOUIS M. FERNANDEZ (the "Owner"), and NORWEST BANK COLORADO, NATIONAL ASSOCIATION (the "Beneficiary").

RECITALS

1. The Owner executed a mortgage (the "Beneficiary's Mortgage") dated OCIO3ER 6, 1998 encumbering the following described real property (the "Property"):

LOT 37 IN BLOCK 2 IN MOULDING AND HAIRLAND'S SUBDIVISION OF THE NORTHEAST 4 OF THE SOUTHWEST 4 OF THE SOUTHWEST 4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 4. FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COOK COUNTY ILLINOIS.

TAX# 14-29-313-607-6000

to secure a promissory note in the sum of \$62,000.00, dated OCTOBER 6, 1998 in favor of the Beneficiary, which Beneficiary's Mortgage was recorded OCTOBER 19, 1998 as DOCUMENT NO. 98933927 of the records of the County of COOK, State of ILLINOIS.

- 2. The Owner has or will execute a new mortgage (the "New Lender's Mortgage") and note in the sum of \$546,606.00 dated <u>Feb. 12</u> 1999, in favor of NORWEST MORTGAGE. INC. (the "New Lender"), which will also encumber the Property and which will also be recorded in COOK County, State of ILLINOIS.
- 3. It is a condition precedent to obtaining the rew loan (the "New Loan") from the New Lender that the New Lender's Mortgage shari unconditionally be and remain at all times a lien upon the Property that is prior and superior to the lien of the Beneficiary's Mortgage, and that the Beneficiary subordinary the Deneficiary's Mortgage to the New Lender's Mortgage.
- 4. It is to the mutual benefit of the parties to this Agreement in a the New Lender make the New Loan to the Owner, and the Beneficiary is willing to subordinate the Beneficiary's Mortgage to the New Lender's Mortgage.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the New Lender to make the New Loan, the parties agree as follows:

(1) That the New Lender's Mortgage, together with any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property that is prior and superior to the lien or charge of the Beneficiary's Mortgage until the New Lender's promissory note secured by the New Lender's Mortgage is paid. Notwithstanding anything to the contrary, this Agreement shall not extend to any principal advances made by the New Lender after the date of the New Loan, except that this Agreement shall extend to future advances made for taxes, insurance, fees, costs, and expenses required to protect the interests of the New Lender in connection with the New Loan;

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| (2) That the New Lend Agreement; and | er would not make the New Loan without this |
|--|--|
| (3) That this Agreemer regard to the subordination of the | nt shall be the whole and only agreement with Beneficiary's Mortgage to the New Lender's |
| Mortgage. The Beneficiary agrees as | nd acknowledges: |
| - (1) That the New Lende | er in making-disbursements pursuant to the New |
| Loan is under no obligation or duty to, see to the application of such proceed | nor has the New Lender represented that it will, s by the person or persons to whom the New |
| Lender disburses such proceeds; (2) That the Repeticions | unconditionally subandinates the Developer |
| Mortgage in favor of the New Lender's and in consideration of this subordinate will be made and as part and parcel there | y unconditionally subordinates the Beneficiary's Mortgage and understands that in reliance upon, ion, specific loans and advances are being and reof specific monetary and other obligations are ould not be made or entered into but for said |
| (3) That the Benefici | ary's Mortgage has by this instrument been |
| subordinated to the New Lender's Mortg | age subject to the provisions of this Agreement. |
| Ox | NORWEST BANK COLORADO, NATIONAL ASSOCIATION |
| | |
| LOUIS M. FERNANDEZ, Owner | By Suchant |
| | Sue Krautz T.tleVice President |
| | 0. |
| STATE OF COLORADO) SS. | 4hx. |
| COUNTY OF EL PASO) | 4 |
| The foregoing instrument was acknowle 1999, by SUE KRAUTZ as VICE PRENATIONAL ASSOCIATION. | SIDENT of NORWEST BANK COLORADO, |
| WITNESS my hand and official s | |
| My commission expires: 5-7-2002 | Rolanne Hours NOT |
| STATE OF) | MINO CO. OR DO THE |
|) SS. COUNTY OF) | William Butture |
| , 1999, by LOUIS | |
| WITNESS my hand and official s My commission expires: | eal. |
| | Notary Public |

MtgSubordination