

UNOFFICIAL COPY

99323524

01/01/18 33 001 Page 1 of 4
1999-04-05 14:00:43
Cook County Recorder 27.00

RECORDING REQUESTED BY:

PREPARED BY:

AND WHEN RECORDED RETURN TO:

Providian Bancorp Services
c/o Mortgage Processing
P.O. Box 9120
Pleasanton, CA 94566
Attn: Janelle Carey
Re: 4498-4526-0041-3573



99323524

MAIL TO:

Box 254

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT made this 20th day of November, 1998, Sidney Thompson and Christina T. Thompson, His Wife, as Tenants by the Entirety, owner of the land hereinafter described and hereinafter referred to as "Owner", and, Providian National Bank (formerly known as First Deposit National Bank), present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS Sidney Thompson and Christina T. Thompson did execute a mortgage, dated December 23, 1996 to Beneficiary COVERING:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

to secure a note in the sum of \$10,000.00 in favor of Beneficiary, which mortgage was recorded on January 03, 1997 in Document No. 97005595 of Official Records of said county;

WHEREAS, Owner has executed, or is about to execute, a mortgage and note not to exceed \$78,937.00, recording # 99323523 dated 3-22, 1997, in favor of James B. Nutter & Company hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage in favor of the Lender ("Lender's Mortgage") shall be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage in favor of Beneficiary ("Beneficiary's Mortgage"); and

WHEREAS, Lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Beneficiary's Mortgage and provided that Beneficiary will specifically subordinate the lien or charge of the Beneficiary's Mortgage to the lien or charge of the Lender's Mortgage; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is prior and superior to the lien or charge of the Beneficiary's Mortgage.

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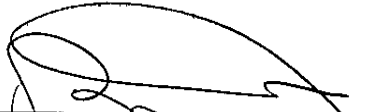
NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

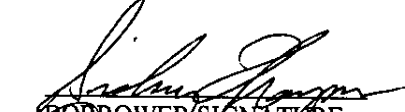

- (1) That said Lender's Mortgage securing said note, and any renewals or extensions thereof, shall be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Mortgage; provided that lien or charge of the Lender's Mortgage shall be prior and superior to the lien or charge of the Beneficiary's Mortgage to the extent, and only to the extent, that the principal amount of the indebtedness secured by said Lender's Mortgage shall not exceed \$78,937.00.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Beneficiary's Mortgage to the lien or charge of the Lender's Mortgage above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including but not limited to, those provisions, if any, contained in the Beneficiary's Mortgage, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Lender's Mortgage above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Beneficiary's Mortgage in favor of the lien or charge upon said land of the Lender's Mortgage above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.


Robert C. Drapeau, Operations Officer
PROVIDIAN NATIONAL BANK


BORROWER SIGNATURE

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99323524

After recordation return to:
James B. Nutter & Company
4153 Broadway
Kansas City, Missouri 64111

State of Illinois

85381
3698 98

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No.

131-9528859-703 203b

THIS MORTGAGE ("Security Instrument") is given on **MARCH 22, 1999**. The Mortgagor is **SIDNEY THOMPSON AND CHRISTINA T. THOMPSON**, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to James B. Nutter & Company, which is organized and existing under the laws of the State of Missouri, and whose address is 4153 Broadway, Kansas City, Missouri 64111 ("Lender"). Borrower owes Lender the principal sum of

SEVENTY EIGHT THOUSAND FOUR HUNDRED EIGHTY NINE & 00/100

Dollars (U.S. \$ **78,489.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1, 2014**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in **COOK** County, Illinois:

LOT 96 (EXCEPT THE SOUTH 80 FEET THEREOF) IN THE THIRD ADDITION TO BROADVIEW ESTATES IN THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-15-308-030

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS & EASEMENTS NOW OF RECORD, IF ANY.

which has the address of **1910 SOUTH 24TH AVENUE, MAYWOOD,**
Illinois **60153** (Zip Code) ("**Property Address**");

(Street, City),