

RETURN DOCUMENT TO:
Jennifer Baez
InterBay Funding, LLC
2601 South Bayshore Drive, Suite #400
Miami, FL 33133

4/31/0075 86 002 Page 1 of 1
2001-07-26 11:34:31
Cook County Recorder 43.50



458759

COOK COUNTY
RECORDER



EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

SUBORDINATION AGREEMENT

This agreement is made and entered into this the 10TH day of July, 2001 Interbay Funding, LLC as attorney in fact for First Union National Bank, as Indenture Trustee, party of the first part, and Washington Mutual, party of the second part, WITNESSETH:

WHEREAS, the said party of the first part now owns and holds the following mortgage and bond or note secured thereby:

Mortgage dated October 28TH, 1997 and recorded November 10TH, 1997, made by Loreto Macias, a married man and Isabella Madina Macias, his wife, who joins in the execution of this mortgage solely to subject her dower interest to the lien of this mortgage, and Santa Elena Macias, A single woman, Eleazar Macias, a Single Man and Sylvia Macias, A single woman, ("Borrower") and Raymond Ortega and Patricia Ortega ("Mortgagee"), recorded under Book 3970 Page 3784 File No. 97841568 in the public records of Cook County, covering the premises hereinafter mentioned or a part thereof, and

WHEREAS, the present owner of the premises hereinafter mentioned is about to execute and deliver to said party of the second part, a Mortgage in the principal sum of Two Hundred Forty-Four Thousand Thirty-Five 00/100----- (\$244,035.00) dollars and interest, covering premises located at 4514 South Sunnyside, Brookfield, IL 60153 and more fully described as follows:

The land referred to is situated in the State of Illinois, County of Cook, City of Brookfield, and are described as follows:

Lot 18 and the east 1/2 of vacated alley lying west of and adjoining thereto in Block 11 in Oliver Salinger and Company's Bungalow Park, being a subdivision of part of section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Also known as : 4514 South Sunnyside, Brookfield, IL 60153 PIN 18-03-416-019

WHEREAS, said party of the second part has refused to accept said Mortgage unless said mortgage held by the party of the first part be subordinated in the manner hereinafter mentioned,

NOW THEREFORE, in consideration of the premises and to induce said party of the second part to accept said Mortgage, the said party of the first part hereby covenants and agrees with said party of the second part that said mortgage held by said party of the first part shall be and shall continue to be subject and subordinate in lien to the lien of said Mortgage for \$ Two Hundred Forty-Four Thousand Thirty-Five 00/100----- (\$244,035.00) dollars and interest about to be delivered to the party of the second part hereto, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. The word "party" shall be construed as if it reads "parties" whenever the sense of this agreement so requires.

WITNESS the signatures of the parties thereto:

INTERBAY FUNDING, LLC as attorney in fact for
FIRST-UNION NATIONAL BANK, as Indenture Trustee

By: Matthew Sovic
Matthew Sovic, Vice President of Interbay Funding, LLC, attorney in
Fact for First Union National Bank, as Indenture Trustee

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