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2001-08-15 15:13:38

Cook County Recorder

25.50

After Recording Return to:
LAKESHORE TITLE AGENCY
1301 E. HIGGINS ROAD
ELK GROVE VILLAGE, IL 60007
01064288



3 prep.

SUBORDINATION OF LIEN

THIS SUBORDINATION AGREEMENT is made this 8TH day of AUGUST, 2001 by and between **DAWN MARIE HIRSH**, an individual ("Subordinating Individual") and **CAPITAL MORTGAGE SERVICES, LLC.**, with an address of **815 W. VAN BUREN, SUIT 500, CHICAGO, IL 60607.** ("Lender")

WHEREAS, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CASE NO. 01D07902 IN RE THE MARRIAGE OF; **JOSHUA E. DOREVITCH AND DAWN MARIE HIRSH**; A JUDGMENT WAS RENDERED ON MAY 31, 2001 IN FAVOR OF DAWN MARIE HIRSH FOR \$36,000.00 WHICH IS THE SUM AGREED TO BY THE PARTIES FOR DAWN MARIE HIRSH'S SHARE OF THE EQUITY in the following described property:

SEE ATTACHED LEGAL DESCRIPTION

~~THE WEST 1/2 OF LOT 15 AND LOT 16 IN BLOCK 4, IN ROGERS PARK MANOR, A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

ditg# 0010753511

PIN: 10-36-210-002

Commonly known as: **2751 W. GREENLEAF AVENUE, CHICAGO, IL 60645**

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of **\$108,000.00**, dated **07/30/01** which mortgage is intended to be recorded herewith in the recorder of **COOK** County as Document No. _____:

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to the Subordinating Individual be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Individual has agreed on the conditions provided therein.

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of the judgment in favor of the Subordinating Individual is and shall be subordinate to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the judgment to Subordinating Individual shall be subordinated to the lien of the mortgage to the Lender only to the extent that the lien of the mortgage to Lender, is a result of this Subordination Agreement, a validly perfected first lien security interest in the above-described property.

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2. That the lien of the judgment in favor of the Subordinating Individual is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described property.

3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfected first lien security interest in the above described property, the lien of the mortgage executed by the Borrower to the Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the judgment in favor of the Subordinating Individual but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Dawn Marie Hirsch
DAWN MARIE HIRSH

State of ILLINOIS }
 }
County of COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **DAWN MARIE HIRSH**, personally known to me to be the same person(s) whose names(s) is/are subscribed to 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, including the release and waiver of the right of homestead.

Given my hand and official seal, this day: 8/9/01

[Signature]
Notary Public

My commission expires _____, 200__



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THE WEST 1/2 OF LOT 15 AND LOT 16 IN BLOCK 4, IN ROGERS PARK MANOR, A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 25 ACRES THEREOF, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATION:

COMMONLY KNOWN AS: 2751 W. GREENLEAF AVENUE, CHICAGO, IL 60645

PIN: 10-36-210-002

Property of Cook County Clerk's Office