2001-08-24 10:29:09

Cook County Recorder

Account Number 0381268135

WHEN RECORDED MAHL TO:

Homecomings Financial Network, Inc. 2711 N. Haskell Avenue, Suite 900

Dallas, TX 75204

Attn.: Correspondence Department



THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN INVESTOR APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Subordination Agreement

THIS SUBORDINA (ION AGREEMENT ("Agreement") is made this 02 day of August, 2001, between Linda Kelly ("Borrower"). ./hether one or more, and The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corp., Attorney in Fact ("Subordinating Lender").

WITNESSETH

WHEREAS, Borrower executed a note in the original principal sum of \$57,500.00 dated January 10, 2001, secured by a deed of trust or mortgage of even date therewith in favor of Dollar Mortgage Corporation covering property located at 8124 S Kilbourn, Chicago, IL 60652, ("Property") recorded on January 18, 2001 as Document No. 0010046507, Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have ocen assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$128,699.00 dated , ("New Loan") in favor of Union Financial, ("New Lender"); and

WHEREAS. New Lender is willing to make the New Loan provided the dead of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or there of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

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

1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.

Box 64

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2. New Lender would not make its New Loan without this Agreement.

3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

The Chase Manhattan Fa. as Indenture Trustee, Residential Funding Corp., Attorney in Fact By Residential Funding Co. position, Attorney-in-Fact

Paul A. Williams

Linda Kelly

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Assistant Vice President

UNOFFICIAL COPY

Property of Cook County Clark's Office

UNOFFICIAL COPY 15

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ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of
On this, the day of day
IN WITNESS WAFFFOF, I hereunto set my hand and official seal.
Notary Public ACKNOWLEDGMENT BY BOKROWER JOSH HENDON Notary Public, State of Texas My Commission Expires
State of 03/31/2004 County of
On this, theday of, 20 A Notary Public, personally appeared, known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. IN WITNESS WHEREOF, I hereunto set my hand and official scal
Notary Public
Notary Public ACKNOWLEDGMENT BY BORROWER State of
State of County of
On this, theday of, 20, A Notary Public, personally appeared, known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Notary Public

UNOFFICIAL COPY 10784315

Case No. L201-3837

Legal Description

Lot 51 in Scottsdale First Addition being Raymond L. Lutgert's resubdivision of part of the east ½ of Lot 5 in Assessor's Subdivision of Section 34 and the north ½ of section 32, Township 38 North, Range 13, East of the Third Principal Meridian and of part of the east ½ of Lot 3 in the subdivision of Lot 4 in aforesaid Assessor's also Lots D and E in Scottsdale being Raymond L. Lutgert's Subdivision of part of the east ½ of said Lot 5 in Assessor's Subdivision according to the certain plat recorded March 18, 1952 as document no. 15297457,in Cook County, Illinois.

Property Tax Number

19-34-110-024-0000

Property Address:

8124 S Kilbourn
52

Chicago, ILLINOIS 60652