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Cook County Recorder

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Account Number 0380838375

WHEN RECORDED MAIL TO:

Homecomings Financial Network, Inc. 2711 N. Haskell Avenue, Suite 900 Dallas, TX 75204

Attn.: Correspondence Departmen

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Subordination Agreement

THIS SUBORDINA'. ('ON AGREEMENT ("Agreement") is made this 18 December, 2001, between William Phelps ("Borrover"), whether one or more, and The Chase Manhattan Bank as Trust, c/o Residential Funding Corporation ("Subordinating Lender").

WITNESSETH

20137001

WHEREAS, Borrower executed a note in the original principal sum of \$46,000.00 dated 07/19/2000, secured by a deed of trust or mortgage of cve a date therewith in favor of <u>Brooksamerica Mortgage</u> Company covering property located at 4517 Vest 123rd Place, Alsip, IL 60803, ("Property") recorded on 10/12/2000, as Document Number 00797772, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been 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 \$146,818.00 dated 12 / 26 / 201, ("New Loan") in favor of WASHINGTON MUTUAL HOME LOANS, INC., ("New Lendar"); and

WHEREAS, New Lender is willing to make the New Loan provided the decid of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or the repe 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.

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Account Number 0380838375 Borrower Name William Phelps Subordination Agreement Page 2 of 3

- 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 Farl as Trust, c/o Residential Funding Corporation By Residential Funding Co.poration, Attorney-in-Fact

Paul A. Williams
Assistant Vice President

William Phelps

Output

Clarks
Office

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Account Number 0380838375 Borrower-Name William Phelps Subordination Agreement Page 3 of 3

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of <u>lexas</u> County of <u>Dallas</u>	
On this, the 18th day of December, 2001, before me, a No appeared, personally known to me (or proved to	tary Public, personally
appeared, personally known to me (or proved to	to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the with	nin instrument and
acknowler's ed to me that he/she executed the same in her authorized capacit	ty, for the purposes and
consideration 'increin expressed, as the act and deed of said corporation.	
IN WITHESS W. EPEOF Lacreunto set my hand and official seal.	CURTIS CUMMINS Notary Public, State of Texas My Commission Expires
Notary Public	09/24/2005
ACKNOWLEDGMENT BY BUCKOWER	
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On this, theday of, 20, A Notary F	Public, personally appeared
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IN WITNESS WHEREOF, I hereunto set my hand and official seal.	
Notary Public	•
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File Number: TM43841 UNOFFICIAL COPY 20137002

LOT 5 IN BLOCK 7 IN ALSIP GARDENS SECOND ADDITION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4517 West 123rdPlace

Alsip IL 60803

Topology Or Coot County Clerk's Office