Account Number 0380505107

#### WHEN RECORDED MAIL TO:

Homecomings Financial Network, Inc. 2714 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 SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE



### **Subordination Agreement**

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 21 October, 2002, by The Chase Manhattan Bank as Index.o.e Trustee, Residential Funding ("Subordinating Lender").

WHEREAS, Wilbert L Mullins and Michelle C Mullins ("Borrower"), whether one or more, executed a note in the original principal sum of \$35,000.00 dated 01/19/2000 , secured by a deed of trust or mortgage of even date therey the in favor of Dollar Mortgage covering property located at 522 Del Lago Drive, Schaumburg, IL 60173, ("Property") recorded on 3/01/2000, as Doc #00151424, 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 \$124,000.00 ("New Loan") in favor of PM Trian wal Services ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinate 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 Borrower, New Lender and Subordinating Lender 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:

EWARI TITLE OF 2 N. LaSALLE S SUITE 192 max.

# **UNOFFICIAL COPY**

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Property of Cook County Clerk's Office

Account Number 0380505107 Borrower Name Wilbert L Mullins and Michelle C Mullins Subordination Agreement Page 2 of 2

- 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.
- 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 Leader's lien or charge to the New Lender's lien or charge.

The Chase Manhattan Bank is Indenture Trustee, Residential Funding, by and through its attorney in fact, Residential Funding Corporation

Paul A. Williams
Assistant Vice President

State of 12x43

### ACKNOWLEDGMENT BY SUBORDINATING LENDER

County of Dalles		0
On this, the 5 <sup>±1</sup> day of 1 personally appeared Paul A Will the basis of satisfactory evidence) to	Jovember, 2002, liams, personally knows he the person whose now	before the, a Notary Public, own to me (c) proved to me on
instrument and acknowledged to me t Assistant Vice-President of Residentia	hat he/she executed the san	ne in her authorized capacity as
therein expressed, as the act and deed	<del>-</del> -	
IN WITNESS WHEREOF, Thereunto	set my hand and official se	al.

(Notary Seal)

DAVID RENEAU
Notary Public, State of Texas
My Commission Expires
05/22/2005

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### **EXHIBIT "A"**

File No.: 243609

Unit 13-D-1 together with its undivided percentage interest in the common elements in Del Lagos Villas Condominium, as delineated and defined in the Declaration recorded as document number 22385436, in the Southeast 1/4 of Section 14, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 07-14-403.007-1073

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