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AFFIDAVIT FOR CERTIFICATION BY  
PARTY NOT ON ORIGINAL DOCUMENT

0021218403

2962/0155 81 001 Page 1 of 5  
2002-11-05 09:58:26  
Cook County Recorder 58.50



0021218403

STATE OF ILLINOIS }  
                                  } ss.  
Cook COUNTY }

I, (print name) DIANA KUCAN being duly sworn, state that I have access to  
the copies of the attached document(s) (state type(s) of documents) \_\_\_\_\_

Subordination Agreement

as executed by (name(s) of party(ies) \_\_\_\_\_

First Tennessee Bank National Association

My relationship to the document is (ex. - Title Company, agent, attorney)

Title Company -

I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

Affiant has personal knowledge that the foregoing statements are true.

[Signature]

Signature

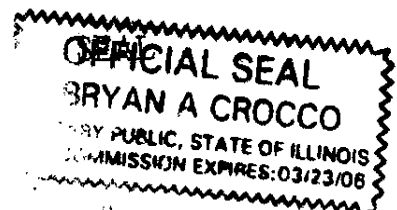
10/30/02

Date

Subscribed and sworn to before me this 30 day of October, 2002.

[Signature]

Notary Public



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This Instrument Prepared by: ↓

Acct. No. 4458370393857350

And When Recorded Return to:  
First Tennessee Bank National Association, Servicers  
P.O. Box 17688  
Memphis, TN 38187-0888

21218403

**SUBORDINATION AGREEMENT**

This Subordination Agreement (this "Agreement"), is granted on this 23<sup>rd</sup> day of October, 2002, by First Horizon Home Loan Corporation ("Grantor") to First Horizon Home Loan Corporation (the "Grantee").

**RECITALS:**

- A. Grantor has heretofore extended a mortgage loan to Joseph M. Zic and Sharon L. Zic, husband and wife (the "Borrower") pursuant to a Home Equity Line of Credit Agreement or Installment Loan dated February 7, 2002 (the "Equity Loan"); and
- B. The Borrower's obligations under the Equity Loan are secured by a Mortgage from the Borrower to Grantor in the sum of \$95,000 dated, February 7, 2002, recorded February 19, 2002 in the Land Records of Cook County, Illinois, in Document number 0020194745 (the "Equity Mortgage"), covering real property described below or in Exhibit "A" attached hereto, and having a property street address of:

*Property Street Address* 17630 Olivia Lane  
*City, State Zip* Orland Park, IL 60467

- C. The Equity Mortgage is subordinate to a prior mortgage in the sum of \$145,000.00, dated, February 7, 2002 from the Borrower to First Horizon Home Loan Corporation, recorded February 19, 2002 in the Land Records of Cook County, Illinois, in Document number 0020194744 (the "Original Mortgage"); and
- D. The Grantee proposes to make a loan in the original principal amount \$146,500 to the Borrower (the "New Loan"), the proceeds of which will be used to repay in full all of the Borrower's obligations secured by the Original Mortgage, and to obtain a release of the lien created by the Original Mortgage; and *Revised AS Doc # \_\_\_\_\_*

METROPOLITAN TITLE CO. 02-03/090

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E. As a condition of making the New Loan, the Grantee has required the Borrower to execute a mortgage on the Property securing repayment of the New Loan (the "New Mortgage"), which, upon execution and recordation of this Agreement, shall have a first lien position on the Property.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Effective upon the date of recording of a release of the Original Mortgage, Grantor hereby subordinates the lien created by the Equity Mortgage to the lien created by the New Mortgage to the end that the lien of the New Mortgage shall be superior to the lien of the Equity Mortgage.
2. The subordination described in paragraph 1 above shall not apply to any future advance of funds to the Borrower by the Grantee under the New Mortgage, except for advances necessary to protect the security of the New Mortgage.
3. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Equity Mortgage or the New Mortgage.
4. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Equity Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Equity Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

WITNESS:

GRANTOR:  
First Horizon Home Loan Corporation

By: Cindy McNeil [SEAL]  
Name:  
Title: Vice President

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## ACKNOWLEDGMENT

STATE OF Tennessee )  
COUNTY OF Shelby ) ss:

Before me, Tange I. Patterson of the state and county mentioned, personally appeared Pandy Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Vice President of First Horizon Home Loan Corporation, the within named bargainer, a corporation, and that he/she, as such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vice President.

WITNESS my hand and official seal on this 24th day of October, 2002.

Tange I. Patterson  
Notary Public

My Commission expires:

MY COMMISSION EXPIRES AUG. 31, 2005

[INSERT ACKNOWLEDGEMENT FORM REQUIRED BY APPROPRIATE STATE LAW]

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## METROPOLITAN TITLE

Commitment  
*Schedule A (continued)*

Commitment Number: 02-031090

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### Property Description

The land referred to in this Commitment is described as follows:

LOT 35 IN EAGLE RIDGE ESTATES UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 27-32-108-010

COMMONLY KNOWN AS: 17630 OLIVIA LANE, ORLAND PARK, ILLINOIS 60467

END OF SCHEDULE A

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