

# UNOFFICIAL COPY

0021410284

Account Number 0300995305

3952/0167 27 001 Page 1 of 3  
2002-12-19 11:07:59  
Cook County Recorder 50.50

PREPARED BY AND  
WHEN RECORDED MAIL TO:  
Homecomings Financial Network, Inc.  
2711 N. Haskell Avenue, Suite 900  
Dallas, TX 75204  
Attn.: Correspondence Department



0021410284

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

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THIS SUBORDINATION AGREEMENT ("Agreement") is made this 5 December, 2002, by JP MORGAN CHASE BANK AS TRUSTEE C/O RESIDENTIAL FUNDING CORPORATION ("Subordinating Lender").

WHEREAS, Andrew F Bost and Barbara A Bost ("Borrower"), whether one or more, executed a note in the original principal sum of \$20,250.00 dated 2/8/2002, secured by a deed of trust or mortgage of even date therewith in favor of NEW STATE MORTGAGE, LLC covering property located at 645 Illinois Boulevard, Hoffman Estates, IL 60194, ("Property") recorded on 3/22/2002, as DOC. NO. 0020324469, in Official Records of said County; and

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

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WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$160,150.00 ("New Loan") in favor of CHASE MORTGAGE CORPORATION ("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 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 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:

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Account Number 0300995305 -  
Borrower Name Andrew F Bost and Barbara A Bost  
Subordination Agreement  
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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 Lender's lien or charge to the New Lender's lien or charge.

**JP MORGAN CHASE BANK AS TRUSTEE C/O RESIDENTIAL FUNDING CORPORATION, by and through its attorney in fact, Residential Funding Corporation**

By: Paul A. Williams  
Paul A. Williams  
Assistant Vice President

**ACKNOWLEDGMENT BY SUBORDINATING LENDER**

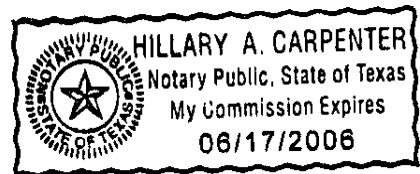
State of Texas  
County of Dallas

On this, the 5 day of December, 2006, before me, a Notary Public, personally appeared Paul A Williams, personally 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 in her authorized capacity as Assistant Vice-President of Residential Funding Corporation, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Hillary A Carpenter  
Notary Public

(Notary Seal)



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## ALTA Commitment Schedule C

**File No.:** 240259

**Legal Description:**

Lot 11 in Block 50 in Hoffman Estates III, being a subdivision of part of Section 15 Township 41 North, Range 10 East of the third Principal Meridian, according to the plat thereof recorded September 11, 1956, as Document Number 16693491, in Cook County, Illinois.

07-15-313-002  
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