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UNOFFICIAL COPY

Account Number 0361087834

Prepared by 2

WHEN RECORDED MAIL 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 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 4 October, 2002, by JPMORGAN CHASE BANK AS TRUSTEE (OR INDENTURE TRUSTEE) f/k/a THE CHASE MANHATTAN BANK AS TRUSTEE (OR INDENTURE TRUSTEE), RESIDENTIAL FUNDING CORPORATION ATTORNEY IN FACT ("Subordinating Lender").

WHEREAS, Paul A Strimaitis and Katherine Hommer ("Borrower"), whether one or more, executed a note in the original principal sum of \$66,850.00 dated 4/18/2002, secured by a deed of trust or mortgage of even date therewith in favor of FIRST HOME MORTGAGE covering property located at 1125 Grace Street #1 West, Chicago, IL 60613, ("Property") recorded on 5/20/2002, as DOC NO: 0020500804, 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 \$360,000.00 ("New Loan") in favor of _____ ("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:

Article MT 02-028591

30475456

39675456

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Account Number 0301087854
Borrower Name Paul A Strimaitis and Katherine Hommer
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 Lender's lien or charge to the New Lender's lien or charge.

recorded as document 0050475455 on

JPMORGAN CHASE BANK AS TRUSTEE (OR INDENTURE TRUSTEE) (k/a THE CHASE MANHATTAN BANK AS TRUSTEE (OR INDENTURE TRUSTEE), RESIDENTIAL FUNDING CORPORATION ATTORNEY IN FACT, 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 4 day of October, 2002 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.

Amy Kline
Notary Public

(Notary Seal)



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AMERICAN NATIONAL TITLE INSURANCE CORPORATION

Commitment
Schedule A (continued)

Commitment Number: 02-028591

Property Description

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

PARCEL 1:

UNIT NUMBER 1W IN THE 1123-1125 WEST GRACE CONDOMINIUMS AS DELINEATED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0020011483 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO THE USE OF PARKING SPACE NUMBER P-4, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0020011483.

PIN(S): 14-20-215-004, 14-20-215-005

COMMONLY KNOWN AS: 1125 W. GRACE, CHICAGO, ILLINOIS 60613

END OF SCHEDULE A

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