

UNOFFICIAL COPY

Account Number 0301320719

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

THIS IS TO CERTIFY THAT THIS IS A TRUE AND
EXACT COPY OF THE ORIGINAL DOCUMENT
BY TICOR TITLE INSURANCE COMPANY

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.



0314746315

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 05/27/2003 12:03 PM Pg: 1 of 3

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 14 January, 2003, by Residential Funding Corporation ("Subordinating Lender").

②
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#

WHEREAS, Andrei A Lyashenko and Natalia E Lyashenko ("Borrower"), whether one or more, executed a note in the original principal sum of \$42,500.00 dated 7/16/2002, secured by a deed of trust or mortgage of even date therewith in favor of NATIONAL CITY MORTGAGE COMPANY covering property located at 343 Greenleaf, Wilmette, IL 60091, ("Property") recorded on 8/12/2002, as Instrument Number: 0020877183, in Official Records of said County; and

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

0314746315

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$299,000.00 ("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:

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Borrower Name Andrei A Lyashenko and Natalia E Lyashenko
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.

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

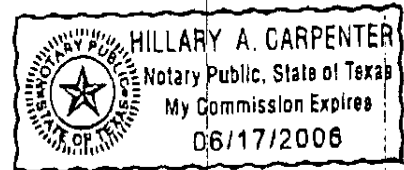
State of Texas
County of Dallas

On this, the 14 day of January, 2005 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)



UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000376311 SC

STREET ADDRESS: 343 GREENLEAF

CITY: WILMETTE

COUNTY: COOK COUNTY

TAX NUMBER: 05-35-111-027-0000

E 05-35-111-055-0000

LEGAL DESCRIPTION:**PARCEL 1:**

SUB-LOT 3 IN LOT 'A' AND SUB-LOT '6' IN LOT "I" IN GEORGETOWN SQUARE, A RESUBDIVISION OF LOTS 7 TO 13 INCLUSIVE IN BLOCK 14 IN LAKE SHORE ADDITION TO WILMETTE A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES OF THE NORTH SECTION OF QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS AS SET FORTH IN THE PLAT OF EASEMENTS RECORDED JANUARY 16, 1964 AS DOCUMENT 19023903 AND RE-RECORDED JUNE 16, 1964 AS DOCUMENT 19157618 FOR THE BENEFIT OF PARCEL AFORESAID AND AS CREATED BY THE DEED FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 23, 1963 KNOWN AS TRUST NUMBER 29329 TO MARIE B. LEE DATED JUNE 9, 1964 AND RECORDED JULY 1, 1964 AS DOCUMENT 19171697 FOR INGRESS AND EGRESS OVER AND UPON:

- (A) THE SOUTH 5 FEET OF THE WEST 76.5 FEET OF THE EAST 95 FEET AND THE NORTH 2.5 FEET OF THE SOUTH 7.5 FEET OF THE WEST 43.5 FEET OF THE EAST 95 FEET OF LOT 'A' IN GEORGETOWN SQUARE AFORESAID (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) AND
- (B) THE EAST 3 FEET AND THE NORTH 21.5 FEET OF THE WEST 3.5 FEET OF THE EAST 6.5 FEET OF LOT 'E' IN GEORGETOWN SQUARE AFORESAID, ALL IN COOK COUNTY, ILLINOIS.