

Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 07/18/2003 09:43 AM Pg: 1 of 5

SUBCRDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT P.O. BOX 10266 VAN NUYS CALIFORNIA 91410-0266

LOAN #: 8393551

ESCROW/CLOSING#

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY 1FLAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Second day of June, 2003, by Countrywide Home Loans, Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, MICHELLE L SELIG executed and

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$23,400.00 dated 07/24/2001, and recorded in Book Volume n/a, Page n/a, as Instrument No. 0010769894, in the records of COOK County, State of IL, as security for a loan (the "Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 3151 North Lincoln Avenue, Chicago, IL 60654 and further described on Exhibit "A," attached.

WHEREAS, whichelle L SELIG ("Borrower") executed and delivered to Chase Home Finance, ("Lender"), a deed of trust/mortgage in the sum of \$187,000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of COOK County, State of IL as security for a loan (the "New Loan");

WHEREAS, it is a condition p eccelent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan charl, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (I) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

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That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cance' out only insofar as would affect the priority between the security instruments hereinbefore specifical'y described, any prior agreements as to such subordination including, but not limited to, those provision, it any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) It intentionally and unconditionally waives, relinquisher and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien of charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be enter at into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LC AN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Lorena Castillo-Ruiz, Assistant Secretary

Countrywid

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)	
)	SS.
COUNTY OF VENTURA)	

day of JUNE , 2003, before me, Bruce A. Cassel, Notary Public, personally appeared Lorena Castillo-Ruiz, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/b. wheir signature(s) on the instrument the person(s), or entity upon behalf of which the reson(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bruce A. Cassel

Notary Public - Commission No. 1241015 County Clark's Office

Commission Expires: Nov 17, 2003

Commission # 1241015

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EXHIBIT "A"

PARCEL 1: UNIT 201 IN LINCOLN LOFTS CONDOMINIUM, AS DELINEATED ON THE SURVEY OF LOTS 3 THROUGH 13, BOTH INCLUSIVE, IN JOHN P. ALTGELD'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 3, 1996 AS DOCUMENT 96672710, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: LYCLUSIVE RIGHT TO THE USE OF PARKING SPACE 53, A LIMITED COMMON ELEMENT, AS GET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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