

UNOFFICIAL COPY

Account Number 0301239489

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



Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 07/25/2003 07:43 AM Pg: 1 of 3

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

2/2 03-63924

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 25 June, 2003, by Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Residential Funding Corporation and its successors and assigns ("Subordinating Lender").

WHEREAS, Chris Clark and Rachel Clark ("Borrower"), whether one or more, executed a note in the original principal sum of \$33,700.00 dated 7/16/2002, secured by a deed of trust or mortgage of even date therewith in favor of Homecomings Financial Network covering property located at 118 Parkview Road, Glenview, IL 60025, ("Property") recorded on 7/29/2002, as Instrument Number: 0020824337, 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 \$270,500.00 ("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:

PREMIER TITLE

3

UNOFFICIAL COPY

Account Number 0301239489
Borrower Name Chris Clark and Rachel Clark
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.

Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for and signed by Residential Funding Corporation (a member of the MERS system).

By: Scott G. Tenery
Scott G. Tenery
Assistant Vice President

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

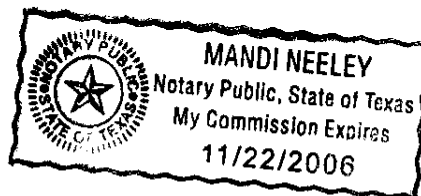
County of Dallas

On this, the 25th day of June, 2003, before me, a Notary Public, personally appeared Scott G. Tenery, 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.

Mandi Neeley
Notary Public

(Notary Seal)



Commitment Number: 03-03924

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SCHEDULE C

PROPERTY DESCRIPTION

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

LOT 26 IN BLOCK 16 IN GLENVIEW PARK MANOR, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED JULY 25, 1944 AS DOCUMENT 13326154, IN COOK COUNTY, ILLINOIS

PIN: 09-12-438-017

118 Parkview Rd, Glenview IL 60025

Property of Cook County Clerk's Office