

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 07/28/2003 11:36 AM Pg: 1 of 4

This Instrument Prepared by:

And When Recorded Return to:
First Tenne(se) Bank National Association, Grantor
P.O. Box 17886
Memphis, TN 331-37-0888

TICOR TITU

SUBORDINATION AGREEMENT

Account No. 4458370393406562

RECITALS:

WHEREAS, Adrienne M. Nazon and Journa N. Nazon (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

1652 W. 103rd Street Chicago, IL 60643

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$143,280 from First Horizon Home Loan Corporation (the "Grantee"), whose address is: 4000 Horizon Way, Irving, TX 75063, to be evidenced by a Becul of Trust/Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZON MONEY CENTER (collectively: "Crantor") has an interest in or lien upon the Property as follows (check as applicable):

(X (Mortgage) As Mortgagee under a Mortgage recorded <u>8/18/1999</u>, and recorded in Document No. <u>99790804</u>, Official Records of <u>Cook</u> County, State of <u>Illinois</u>.

() (Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, dated/recorded, and recorded in Book , Page 0; File/Fee/Reel/Instrument No. 0, Official Records of City/County, State of .

Subordination Agreement Revision 11.02 FHEL/FHMC

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As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrov er by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the socurity of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mort.gage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortga(e or the New Deed of Trust/Mortgage.
- 5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused representative and Trustee has executed this A	this Agreement to be executed by its duly authorized greement on this heavy of horized, 2003.
WITNESS:	First Tennessee Bank National Association (Grantor
Brenda Gabinji	By: In m Controlly. Name() Suc m. Controlly. Title: Vice President
	By:Name: Title: Trustee

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ACKNOWLEDGMENT

STATE OF TENNESSEE)		
COUNTY OF SHELBY) ss:)		
Before me, Tom QKa JON LONG , with w basis of satisfactory evidence), and who, upon o of First Tennessee Bank National Association, the/she, as such Vice President, executed the for personally signing the name of the corporation as	ath, acknowledged sine within named bargeregoing instrument for	gainer, a corporation, and th	President at
WITNESS my ham and official seal on this	<u>l</u> day of <u>H</u>	<u>)nl</u> , 20 <u>8</u> .	
My Commission expires: 11-07-00010	Janeka	ary Public NOTARY	
	·	PUBLIC AT LARGE	**************************************
STATE OF		THE CONTRACT OF THE PARTY OF TH	A. S.
COUNTY OF) ss:	MY COMMISSION EXP	IRES:
Personally appeared before me, a Notary Public	for the State and Co	ounty aforesaid, oregoing instrument, with wh	
personally acquainted (or proved to me on the bathat he/she executed the foregoing instrument for	asis of satisfactory e	vidence), and who acknowle	om I am dged
WITNESS my hand and official seal on this	day of	20	
	Not	ary Public	_
My Commission expires:	1400	ary r abile	

[INSERT ACKNOWLEDGEMENT FORM REQUIRED BY APPROPRIATE STATE LAW]

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000505004 CH STREET ADDRESS: 1652 W. 103RD ST

CITY: CHICAGO COUNTY: COOK COUNTY

TAX NUMBER: 25-07-416-040-0000

LEGAL DESCRIPTION:

LOT 9 IN HOPKINSON AND GORTON'S SUBDIVISION FO THE EAST 1/2 OF LOTS 15 AND 16 IN BLOCK 4 IN BLUE ISLAND LAND AND BUILDING'S COMPANY'S SUBDIVISION KNOWN AS PRINC.

OCOA COUNTY CIERTS OFFICE WASHINGTON HIGHTS, IN SECTION 7, 8, 17, 18 AND 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.