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512198 (escrn)

Eugene "Gene\* Moore Fee: \$58.00 Cook County Recorder of Deeds Date: 07/30/2003 11:55 AM Pg: 1 of 5

### SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

PREPARED BY:

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

LOAN #: 0271383

ESCROW/CLOSING#: 512198

SPACE ABOVE FOR RECORDERS USE

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

#### SUBORDINATION AGREEMENT

THIS ST BORDINATION AGREEMENT is made this Fourteenth day of April, 2003, by Countrywide Home Loans, Inc., De. America's Wholesale Lender ("Subordinated Lienholder"), with a place of business at 4500 PARK GRAP AF A, CALABASAS, CA 91302-1613.

it and . WHEREAS, Charles P. Grant and Mollie Grant 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 \$10000.00 dated 10/31/2001, and recorded in Book Volume n/a, Page\_n/a, as Instrument No. 0031059688, in the records of Cook County, State of IL, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 907 N. Wood 3N Chicago, IL. 60652 and further described on Exhibit "A," attached.

WHEREAS, Charles B. Grant and Mollie Grant ("Borrower") executed and delivered to Interfirst, ("Let der"), a deed of trust/mortgage in the sum of \$271500.00, 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 ("ive "New Loan");

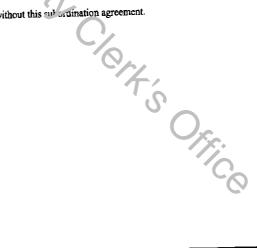
W.F.REAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS Let der 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 Loander will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the December 1.

WHEREAS, it is to the mutual be lefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, 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 that in described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this sub ordination 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 cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if 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.

Sportinating Lender declares, agrees and acknowledges that

- (c) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Ler ler above referred to, and (ii) all agreements, including but not limited to any loan or escrow agr. em nts, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Leader anking disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender regree ented that it will, see to the application of such proceeds by the person or persons to whom Lender dishuses 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, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or 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 toans and anva cess are being and will be made and, as part and parcel thereof, specific monetary and other obligation: are being and will be entered into which would not be made or entered into but for said reliance upon this vaiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY S'CURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES IN IN IMPROVEMENT OF THE LAND. PRO CONTRACTOR OFFICE

Oba America's Wholesale Lender Country vide Horse

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### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA	) ) ss.
COUNTY OF VENTURA	ý
Public, personally appeared Lorena Ca whose name(s) is/are subscribed to the subscri	, 2003, before me, Melissa Ann Podany, Notary astillo-Ruiz, personally known to me to be the person(s) the within instrument and acknowledged to me that er/their authorized capacity(ies), and that by his/her/their on(s), or entity upon behalf of which the person(s) acted,

WITNESS my hand and official seal.

Melissa Ann r'alany

Notary Public - Cor mission No. 1383357 Commission Expires. November 04, 2006





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#### **EXHIBIT "A"**

#### THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

U/LT 2 IN THE 905-07 M, NOOD COMMONINIUM AS DELINEATED ON A SURVEY OF THE FULLOWING DESCRIPED TRACT OF LAND:

LC. & IN BLOCK 20 IM JOHNSTON SURDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS...
WHILE JUNE IS ATTACHED AS EXHIBIT "S" TO THE DECLARATION OF COMPONENTUM RECORDS: N/ DOCUMENT NUMBER 37533569; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN INF COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

