

# UNOFFICIAL COPY



03-6948 20F2

After recording mail to:  
Recorded Documents  
Bank One, N.A.  
Retail Loan Servicing, KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606  
4145112740.8

Doc#: 0325849119  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 09/15/2003 11:09 AM Pg: 1 of 3

Prepared by: Thomas Sell

## SUBORDINATION OF MORTGAGE

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Bank One, N.A., being the holder of a certain mortgage deed recorded in Official Record as Document 0020312729, at Volume/Book/Reel, Image/Page Recorder's Office, Cook County, Illinois upon the following premises to wit:

**SEE EXHIBIT ATTACHED AND MADE A PART THEREOF.**

For itself, its successors and assigns, Bank One, N.A., does hereby waive the priority of its mortgage referenced above, in favor of a certain mortgage to Aegis Wholesale Corporation its successors and assigns, executed by Terry Hester & Powena D Hester, being dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in an amount not to exceed \$134,150.00 and recorded in Official Record Volume \_\_\_\_\_, Page \_\_\_\_\_, Recorder's Office, Cook County, Illinois and upon the premises above described. Bank One, N.A., mortgage shall be unconditionally subordinate to the mortgage to Aegis Wholesale Corporation, its successors and assigns, in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to the filing for record of the Bank One, N.A., mortgage, but without in any manner releasing or relinquishing the lien of said earlier encumbrance upon said premises.

IN WITNESS WHEREOF, Bank One, N.A. has caused this Subordination to be executed by its duly authorized representative as of this 25th day of August, 2003.

By: Cheri Cauthron  
Cheri Cauthron, AVP

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for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2033. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in COOK County, Illinois:

LOTS 8 AND 9 IN BLOCK 7 IN PERCY WILSON'S WASHINGTON PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 29-21-314-018 AND 29-21-314-019 VOL: 214

which has the address of 395 E 167TH STREET

HARVEY

[City] [Zip Code]

, Illinois 60426

[Street]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be

Loan No: 3386256

FHA Illinois Security Instrument (MERS)

—THE COMPLIANCE SOURCE, INC.—

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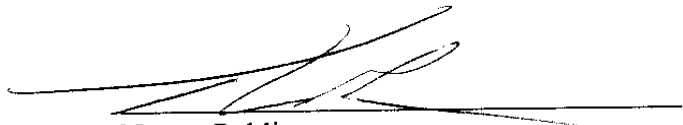
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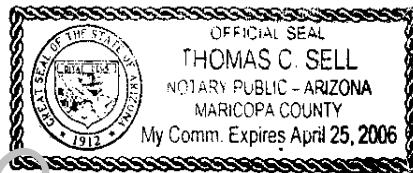
STATE OF ARIZONA, COUNTY OF MARICOPA, to wit

I hereby certify that, on this 25th day of August, 2003, before the subscriber, a Notary Public of the aforesaid State, personally appeared Cheri Cauthron, AVP, who has been acknowledged to be the representative of Bank One, N.A., and has executed the foregoing Subordination Agreement for the purposes therein contained by signing the name of Bank One, N.A. by him/herself as representative.



Notary Public

My Commission Expires: \_\_\_\_\_



Property of Cook County Clerk's Office