



0326614050

202

Account Number 0301597134

Doc#: 0326614050  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 09/23/2003 09:31 AM Pg: 1 of 3

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

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

LEP  
03-20-854

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 8 August, 2003, by Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Residential Funding Corporation and its successors and assigns ("Subordinating Lender").

WHEREAS, Johnathan Heintzelman and Carmela Heintzelman ("Borrower"), whether one or more, executed a note in the original principal sum of \$25,100.00 dated 01/07/2003, secured by a deed of trust or mortgage of even date therewith in favor of Homecomings Financial Network, Inc. covering property located at 3938 Brummel St Skokie, IL 60076, ("Property") recorded on 01/24/2003, as Document No.: 0030112213, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

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WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$204,000.00 ("New Loan") in favor of ARMANCO MORTGAGE GROUP ("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:

Residential Funding Corporation

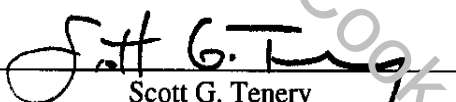
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# UNOFFICIAL COPY

Account Number 0301597134  
Borrower Name Johnathan Heintzelman and Carmela Heintzelman  
Subordination Agreement  
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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  
Assistant Vice President

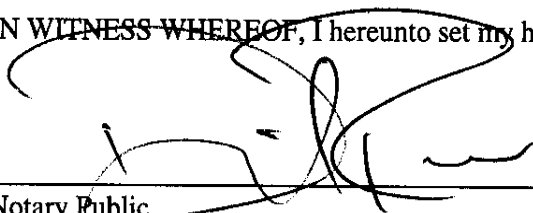
### ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

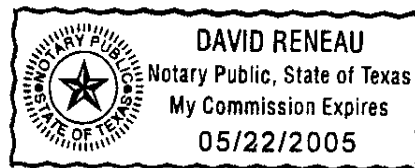
County of Dallas

On this, the 8 August, 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.

  
\_\_\_\_\_  
Notary Public

(Notary Seal)



# UNOFFICIAL COPY

Property Address: 3938 BRUMMEL STREET  
SKOKIE, IL 60076

PIN #: 10-26-112-009

Lots 16 and 17 in Block 7 in George F. Nixon and Company's Rapid Transit Park,  
being a subdivision of part of the South 1/2 of the Northwest 1/4 of Section 26 and  
of the Northeast 1/4 of Section 27, Township 41 North, Range 13, East of the Third  
Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office

CASE NUMBER 03-20854