



Account Number 0391167962

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

Doc#: 0329342090  
Eugene "Gene" Moore Fee: \$50.00  
Cook County Recorder of Deeds  
Date: 10/20/2003 08:36 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.**

*58170177/23/5292*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*2002-*

## Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 2 September, 2003, by JPMORGAN CHASE BANK AS TRUSTEE (OR INDENTURE TRUSTEE) f/k/a THE CHASE MANHATTAN BANK AS TRUSTEE (OR INDENTURE TRUSTEE), RESIDENTIAL FUNDING CORPORATION ATTORNEY IN FACT ("Subordinating Lender").

WHEREAS, Jonathan Levy ("Borrower"), whether one or more, executed a note in the original principal sum of \$33,000.00 dated 7/01/2002, secured by a deed of trust or mortgage of even date therewith in favor of Homecomings/Wholesale Funding covering property located at 900 Oakton, Evanston, IL 60202, ("Property") recorded on 7/16/2002, as Document: 0020772570, in Official Records of said County; and

*3*

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 \$173,850.00 ("New Loan") in favor of *RBC Mortgage* ("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:

**BOX 333-07**

# UNOFFICIAL COPY

Account Number 0391167962  
Borrower Name Jonathan Levy  
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.

**JPMORGAN CHASE BANK AS TRUSTEE (OR INDENTURE TRUSTEE) f/k/a THE CHASE MANHATTAN BANK AS TRUSTEE (OR INDENTURE TRUSTEE), RESIDENTIAL FUNDING CORPORATION ATTORNEY IN FACT, by and through its attorney in fact, Residential Funding Corporation**

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

### ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

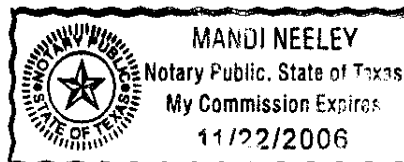
County of Dallas

On this, the 2 September, 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)



# UNOFFICIAL COPY



## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008170137 SK  
STREET ADDRESS: 900 OAKTON UNIT 1  
CITY: EVANSTON COUNTY: COOK  
TAX NUMBER: 11-30-102-008-1028

### LEGAL DESCRIPTION:

UNIT 900-1 IN OAKTON GABLES CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOTS 1, 2, AND THE NORTH 23.4 FEET OF LOT 3 IN BLOCK 4 IN MERRILL LADD'S ADDITION TO EVANSTON IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY MICHIGAN AVENUE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 1976 AND KNOWN AS TRUST NUMBER 2682 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23854792; TOGETHER WITH AN UNDIVIDED 100 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS