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Doc#: 0330229097

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 10/29/2003 10:25 AM Pg: 1 of 3

## PREPARED BY:

AEGIS WHOLESALE CORP. ATTN: LOAN SHIPPING 3250 BRIAR PARK DR. #400 HOUSTON, TX 77042-4204

RETURN TO:

AEGIS WHO CF SALE CORP. ATTN: LOAN SHI' PING 3250 BRIAR PARK 1) 2 #400 HOUSTON, TX 77042-4204

ATS 23449

TAX ID# 06-23-307-035

AL CONTS OFFICE SUBORDINATION AGREEMENT

## **UNOFFICIAL COPY**

## SUBORDINATION AGREEMENT

THIS AGREEMENT entered into this 2 day of Sept., 2003, by and between Washington Mutual Finance Incorporated DBA Aristar Mtg. Co. hereinafter referred to as Lender 1, and AEGIS MORTGAGE it's successors and/or assigns, hereinafter referred to as Lender 2, and

WHEREAS, LENDER 1 is a holder of an indebtedness evidenced by a Deed of Trust executed by Matthew Badon & Danielle Badon Book/Document# 0020647016n the Register's Office for CCK County, Illinois; and secured by property known as 147 Cedar Circle, Streamwood, IL. 60107 and described as follows:

1 GT 35 IN BLOCK 14 IN STREAMWOOD UNIT NO. 4, BEING A SUBDIVIDION IN WEST HALF OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.



WHEREAS, LENDER 2 is intending to issue and indebtedness executed by Matthew Badon & Danielle Badon to be recured by the property described above, and as an inducement to issuing said indebtedness desires that its lien become superior to that lien held by LENDER 1, and

WHEREAS, LENDER 1 is now a superior and first lien holder of the indebtedness described heretofore, and

WHEREAS, LENDER 2 desires and LENDER 1 agrees that the lien held by LENDER 1 become subordinate, junior and second in all right, title and interest to the lien to be issued by LENDER 2.

NOW THEREFORE IN CONSIDERATION of one Dollar (\$1.00) in hand paid; and other good valuable consideration, receipt and sufficiency of which is hereby acknowledged, Washington Mutual Finance Incorporated DBA Aristar Mtg. Co (Lender 1) agrees to hold its lien record in Book/Instrument , Register's Office for (TOCK County, Unionis; and the rights thereto, subordinate, junior and second in all right, title and interest to that lien held by AEGIS MORTGAGE , which is a Deed of Trust of record in Book/Instrument , page , said Register's Office, in the amount of \$.

1\$134,197

IT IS FURTHERMORE AGREED, that LENDER 2 will not be responsible for contacting or notifying LENDER 1 in the event of default or foreclosure on the lien held by LENDER 2

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IF LENDER 2 does not issue the intended indebtedness then this agreement will become null and void.

IN WITNESS THERETO, LENDER 1 has executed its signature(s) hereto.

Charles H Hayor, Jr.
TITLE: Assistant Vice President

STATE OF FLORIDA

COUNTY OF FSCAMBIA

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared the less H Hayne, Jr., with whom I am personally acquainted (or proved to kne/on/the/basis/of/sal/sfroncy) evidence), and who, upon oath, acknowledged /her/himself to be the President/CEO (or other officer authorized to execute the instrument) of Aristar Mortgag, Company the within named bargainer, a corporation, and that her as a such Assistant Vice President executed the foregoing corporation by hermineself as President/CEO.

Witness my hand and official seal at Office in Escarbia, FL , this 30thday of September 2003.

Notary Public Synthia D Rogers

My commission expires:

8/2/05

CYNTHIA D. R.\)L GERS
MY COMMISSION # DD ( 4710)
EXPIRES: August 2, 2\)\(^{15}
Bonded Thru Notary Public Underwritc's