

WHEN RECORDED MAIL TO:
WASHINGTON MUTUAL BANK
CONSUMER LOAN RECORDS CENTER
ATTN: CLRVLTTX
1170 SILBER ROAD
HOUSTON, TEXAS 77055

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Doc#: 0331434202
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/10/2003 04:02 PM Pg: 1 of 4

9103088028

SUBORDINATION AGREEMENT

STATE OF ILLINOIS
COUNTY OF COOK

This Agreement is made as of the 8th day of September, 2003, by the

Washington Mutual Bank, FA (hereinafter referred to as "Mortgagee"),

WITNESSETH:

WHEREAS, ON April 27, 2001 Michael Rowe and Jennifer Rowe, Joint Tenants

(hereinafter collectively referred to as "Borrower") executed a Mortgage (hereinafter referred to as the "Mortgage") to Mortgagee, encumbering the real property described on Exhibit A and certain fixtures and personal property described in the Mortgage (such real and personal property and fixture, and all leases, rents, issues, profits and contracts relating thereto being hereinafter referred to as the "property"), to secure a promissory note in the original principal sum of \$ 97,500.00 (Ninety Seven Thousand Five Hundred Dollars)

recorded as document number 0010375008, in the records of the Recorder of COOK County, ILLINOIS; and recorded on May 4, 2001; and

See Exhibit A attached hereto and made a part hereof Bank, F.A.

WHEREAS, a loan is being made to Borrower by Washington Mutual Inc ("Lender") in the original principal amount of \$ 125,000.00 (the "Loan"); and (One Hundred Twenty Five Thousand Dollars)

WHEREAS, Lender requires as a condition of the Loan that Mortgagee subordinate the Mortgage, together with all other documents now or hereinafter evidencing, securing or otherwise relating to any of the obligations secured by the Mortgage, to the other documents evidencing and securing the Loan from Lender so that such Loan documents shall create a lien upon the Property superior to the Mortgage and the indebtedness thereby secured;

NOW, THEREFORE, Mortgagee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provisions of the Mortgage and all rights of Mortgagee in and to the Property, including but not limited to any and all interest, rights powers and remedies arising under or by virtue of the Mortgage, or any and all other instruments now or hereafter evidencing, securing or otherwise relating to any of the obligations be expressly subordinate to, and does hereby subordinate and declare to be subordinate the lien of the Mortgage and the aforesaid interest, rights, powers and remedies to (I) the lien of the Lender, evidenced by the mortgage or deed of trust ("Security Instrument"), the Security Instrument to be filed for record contemporaneously with this Agreement in the records of COOK County, ILLINOIS,

BOX 162

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(II) the indebtedness secured by the Security Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest, accrued or to accrue on ~~any modifications, amendments, renewals, replacements~~ and alterations of the Security Instrument of the note or notes secured thereby. Mortgagee further agrees that in event of default under the Mortgage or default under the Security Instrument and the foreclosure by the Mortgagee or lender under their respective security instruments, all right, lien and claim of Mortgagee in and to the Property under the Mortgage shall be subordinate to and payable only following complete satisfaction of all right, lien and claim of Lender in and to the Property under the Security Instrument.

Mortgagee hereby acknowledges that Lender shall rely upon this Agreement in extending the Loan which shall be secured by the Security Instrument, and that Lender shall have been induced to extend the Loan by representations and agreements made by Mortgagee herein.

The Agreement shall be construed in accordance with the laws of the State of IL.

**Washington Mutual Bank, FA, Successor
to North American Mortgage Corporation**

Mortgagee

By: Barbara D. Smith
Its: Corporate Officer

Attest: Stephanie Bradley

Its: Special Loans

Sworn to and subscribed before me this ___
Day of ___, 20__.

Maguette M. Lewis
Witness

Notary Public

My Commission Expires:
(Notarial Seal)

Re: Borrower Name: Michael Rowe and Jennifer Rowe
Mortgage Company: Washington Mutual Inc.
Mortgage Amount: \$ 125,000.00
Dated: September 3, 2003

Prepared By: Mortgages "R" Us, 7161 N. Cicero Lincolnwood, IL 60712

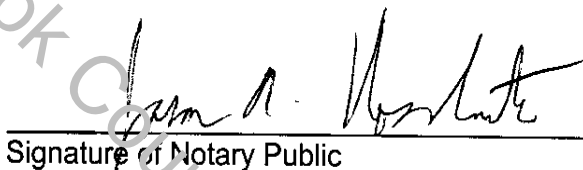
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ACKNOWLEDGMENT

State of WASHINGTON)
) §
County of KING)

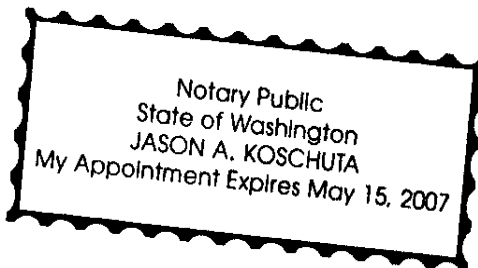
I certify that I know or have satisfactory evidence that **Barbara D. Smith** is the person who appeared before me, and said person acknowledged that (he /she) signed this instrument on oath stated that (he /she) was authorized to execute the instrument and acknowledge it as the **Corporate Officer** of **Washington Mutual Bank, FA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Friday, September 05, 2003



Signature of Notary Public

Title: Notary Public
My Appointment expires: May 15, 2007



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Exhibit A

Lot 9 in Northfield Woods, a Subdivision of part of Lot 3 in Superior Court Partition of Lots 6 and 8 in County Clerk's Division in the West ½ of Section 29 and also of Lots 7 and 8 in County Clerk's Division in Section 30. Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

FOR INFORMATIONAL PURPOSES:
Address: 1606 Lilac Ave., Glenview, IL
PIN: 04-30-408-009

Property of Cook County Clerk's Office