

UNOFFICIAL COPY



0333526114

ATS 24314

**SUBORDINATION  
AGREEMENT**

Doc#: 0333526114

Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds

Date: 12/01/2003 11:04 AM Pg: 1 of 4

Property of Cook County Clerk's Office

PREPARED BY AND MAIL TO:

GM FAMILY FIRST  
500 ENTERPRISE ROAD  
HORSHAM, PA. 19044  
ATTN: CHARLOTTE HALL

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80000181303461001

SR Number: 1-14793944

**WHEN RECORDED MAIL TO:****GM Family First**500 Enterprise Road  
Horsham, PA 19044  
ATTN: Charlotte Hall**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made November 4, 2003, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation**.

**WITNESSETH:**

**THAT WHEREAS NANCY J. CANFIELD**, residing at 6520 N TAHOMA, CHICAGO IL 60646, , did execute a Mortgage dated 6/27/2002 to **GMAC MORTGAGE CORPORATION** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 113,500.00 dated 6/27/2002 in favor of **GMAC Mortgage Corporation** , which Mortgage was recorded 8/21/2002 as Document No. **0020920230**.

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 320,000.00 dated \_\_\_\_\_ in favor of **OHIO SAVINGS BANK ISAOA**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

**WHEREAS**, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **GMAC MORTGAGE CORPORATION** mortgage first above mentioned.

**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 Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **GMAC MORTGAGE CORPORATION** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **GMAC MORTGAGE CORPORATION** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **GMAC MORTGAGE CORPORATION** mortgage and lien except for the subordination as aforesaid.

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WITNESSED BY:

By: *Michele Smith*  
 Michele Smith  
 By: *Ashish Patel*  
 Ashish Patel  
 By: *Michele Smith*  
 Michele Smith  
 By: *Ashish Patel*  
 Ashish Patel

**GMAC Mortgage Corporation**  
 formerly known as GMAC Mortgage Corporation of PA,

By: *Marnessa Birckett*  
 Marnessa Birckett  
 Title: Limited Signing Officer  
 Attest: *Sean Flanagan*  
 Sean Flanagan  
 Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA :  
 :ss  
 COUNTY OF MONTGOMERY :

On 11-4-03, before me **Christine Ruhl**, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Sean Flanagan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

*Christine Ruhl*  
 Notary Public

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Christine Ruhl, Notary Public  
 Horsham Twp., Montgomery County  
 My Commission Expires February 6, 2006  
 Member, Pennsylvania Association of Notaries

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ALTA Commitment 1982 Schedule A

## ABSOLUTE TITLE SERVICES, INC.

### SCHEDULE A

File No.: 24314

LOT 34 IN BLOCK 26 IN EDGEBROOK MANOR, BEING A SUBDIVISION OF LOTS 27, 32, 33, 34, 35 AND THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF LOT 38 AND ALL OF LOT 39 WEST OF ROAD, ALL OF LOTS 40, 41, 42, 43, 44 AND THE SOUTH WEST  $\frac{1}{2}$  OF LOT 45, ALL OF LOTS 48, 49, 50, 51 AND 52 IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELLS RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART OF SAID LOTS 34 AND 41 LYING SOUTH OF THE NORTH CITY LIMITS OF THE CITY OF CHICAGO, WEST OF THE CENTER LINE OF CARPENTER ROAD AND EAST OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD COMPANY, EXCEPT ALSO THE 100 FOOT RIGHT OF WAY OF CHICAGO MILWAUKEE AND ST. PAUL RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

Address of Property (for identification purposes only):

Street: 6520 N. TAHOMA  
City, State: CHICAGO, Illinois

Pin : 10-33-323-011

**STEWART TITLE  
GUARANTY COMPANY**

Schedule A of this Policy consists of 2 page(s)

ISSUED BY: Absolute Title Services, Inc., 2227B Hammond Drive, Schaumburg, Illinois 60173