



Doc#: 0406546241
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 03/05/2004 03:50 PM Pg: 1 of 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

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This Agreement is made this 23rd day of FEBRUARY, 2004 by and between GUARANTY HOME EQUITY (Subordinating Party), and FLAGSTAR BANK (Lender).

RECITALS

A. Subordinating Party now owns or holds an interest as mortgagee of certain premises with the property address of 907 W. WILDWOOD DR. PROSPECT HEIGHTS (Property), which premises are more fully described as: IL 60070

to the provisions of that certain mortgage dated NOVEMBER 3rd, 1998 and recorded on NOVEMBER 20, 1998, at _____, page _____, as document number 08050841, in the public records of COOK County, State of Illinois, with an outstanding original indebtedness in the amount of \$ 32,000.

B. GRZEGORZ KOJCIK & JOANNA KOJCIK (Owner) is the present owner of the Property and has executed or will execute a certain mortgage in favor of Lender securing an original indebtedness in the amount of \$ 140,000, which will be recorded in the public records of COOK County, State of Illinois, and which mortgage will likewise encumber the Property. Mtg. #0406546240

C. Lender is willing to make such a loan to Owner provided that Lender remain in first lien position on the Property and Subordinating Party subordinates the lien of its mortgage in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and to induce Lender to make a loan to Owner, Subordinating Party hereby agrees with Lender, that the mortgage securing the note in favor of the Lender, will be and shall remain a lien on the Property prior and superior to the lien in favor of the Subordinating Party in the same

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manner as if Lender's mortgage had been executed and recorded prior to the time of the execution and recordation of Subordinating Party's mortgage.

This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and/or assigns. Subordinating Party waives notice of Lender's acceptance of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

GB Home Equity
(Subordinating Party)

WITNESS:

Brian Borkenlage

By: [Signature]
Is: AVP

State of Wisconsin)
County of Milwaukee) ss.

The foregoing instrument was acknowledged before me this 25th day of February,
by Tom Marks, AVP, of GB Home Equity,
a Wisconsin corporation, on behalf of the corporation.

(Seal)

Randall S. Kocintu
Notary Public 2/3/08

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Policy Issuing Agent for
Lawyers Title Insurance Corporation

SCHEDULE A CONTINUED - CASE NO. ntc103220

LEGAL DESCRIPTION
LOT 150 IN EHLER AND WENBORGS COUNTRY GARDENS NIT NO. 3, BEING A SUBDIVISION OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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