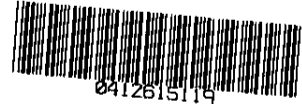


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Doc#: 0412615119
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 05/05/2004 11:47 AM Pg: 1 of 5

RECORDING REQUESTED BY
Fidelity National Lenders Solution
2550 North Redhill Ave.
Santa Ana, CA 92753

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA 92705
800-756-3524 ext. 5011

SUBORDINATION AGREEMENT

032716354 APRN: 24-11-107-026
This Subordination Agreement is dated for reference 01/05/2004 and is between
REGENCY SAVINGS BANK Prepared by: Thomas R. Perry whose

principal address is 11 West Madison, Oak Park, IL 60302

(called "Junior Lender") and

New Senior Lender's
Name: Wells Fargo Home Mortgage, Inc.

Senior Lender's
Address: P.O. BOX 5137, DES MOINES, IA 503065137

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument: 02/26/2000

Borrower(s) Name(s) ("Borrowers"): MARTIN D. MCGARRY AND MARY B. MCGARRY

Property Address: 3654 W 105TH ST CHICAGO, IL 606553129

Legal Description of real property secured by Security Instrument ("Property"):

Recording Date: 03/16/2000 County: COOK

Recording Number: 00190069 Book: Page:

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

SY
25
511
J.117

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Senior Lender in the original principal sum of \$ 58054.00
(the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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NEW SENIOR LENDER : Wells Fargo

JUNIOR LENDER : REGENCY SAVINGS BANK

BY :

Thomas R. Perry, AVO

BY :

Thomas R. Perry

Property of Cook County Clerk's Office

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STATE OF Illinois

COUNTY OF DePage

On 1-7-2004 before

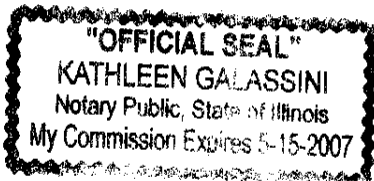
Me, KATHLEEN GALASSINI,

Personally Appeared Thomas R. Perry

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Thomas R. Perry Signature of Notary Public



(This area for notarial seal)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Legal Description

Exhibit "A"

Loan Number : 3308939186 801 D7B

Borrower : MARY B MCGARRY And MARTIN D
MCGARRY

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF COOK, CITY OF CHICAGO, AND STATE OF ILLINOIS DESCRIBED AS FOLLOWS:

THE WEST THIRTY THREE (23) FEET EIGHT (8) INCHES OF THE LAST TWO HUNDRED SIXTY NINE (269) FEET FOUR (4) INCHES OF LOT ELEVEN (11) IN J.S. ROVELAND'S RESUBDIVISION OF THE WEST ONE HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND THE NORTH ONE HALF (1/2) ON THE EAST ONE-HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION FOURTEEN (14), TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE THIRTEE (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: