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Cook County Recorder of Deeds  
Date: 08/05/2004 02:40 PM Pg: 1 of 3

**GMAC Mortgage**

500 Enterprise Road  
Horsham, PA 19044

ATTN: Michele Coley-Turner  
marnessa birckett

**SUBORDINATION AGREEMENT**  
ATTN: 24-06-320-006

THIS SUBORDINATION AGREEMENT, made May 24, 2004, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage Corporation** formerly known as **GMAC Mortgage Corporation of PA.**

**WITNESSETH:**

THAT WHEREAS **DAVID J. KOSSART**, residing at 9225 PEMBROOKE, BRIDGEVIEW IL 60455, , did execute a Mortgage dated 4/1/1999 to **GMAC Mortgage Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 10,000.00 dated 4/1/1999 in favor of **GMAC Mortgage Corporation** formerly known as **GMAC Mortgage Corporation of PA**, which Mortgage was recorded 6/9/1999 as Recording Book No. N/A and Page No. N/A. Dist# 99551041

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 86,472.00 dated MAY 30 03 in favor of **Wells Fargo Home Mortgage**, 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 Dist# 0327427123 10/1/03

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:

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

By: Lafiya Sunstall  
Lafiya Sunstall

By: Miriam Colon  
Miriam Colon

By: Lafiya Sunstall  
Lafiya Sunstall

By: Miriam Colon  
Miriam Colon

By: Marnessa Birckett  
Marnessa Birckett  
Title: Limited Signing Officer

Attest: Sean Flanagan  
Sean Flanagan  
Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF MONTGOMERY

:ss

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On 5-24-04, 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.

Notary Public

Christine Ruhl

Notarial Seal  
Christine Ruhl, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Feb. 6, 2006

Member, Pennsylvania Association of Notaries

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## Legal Description

### Exhibit "A"

Loan Number : 3963111969 801 L5D

Borrower : David J. Kossart

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 512 IN SOUTHFIELD, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 , TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN , IN COOK COUNTY, ILLINOIS.

APN: 24-06-320-006

Property of Cook County Clerk's Office