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SUBORDINATION AGREEMENT

(Document Title)

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SUBORDINATION AGREEMENT

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

Prepared By:

Title: **GreenPoint Mortgage Funding, Inc.**
2300 Brookstone Center Parkway
APN: Columbus, GA 31904

01043605408

22673923

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 8th day of April²⁰⁰⁴ by **Rolando J. Gonzalez and Evangelina R. Gonzalez** owner of the land hereinafter described and hereinafter referred to as "Owner", and **Greenpoint Mortgage Funding Inc.** present owner and holder of Deed of Trust and Note first hereinafter described and referred to as "Beneficiary."

WITNESSETH

THAT WHEREAS, **Rolando J. Gonzalez and Evangelina R. Gonzalez** did execute a Deed of Trust, dated 10/9/2001 To **Greenpoint Mortgage Funding Inc.** as Mortgagee covering.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE
A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

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To secure a Note in the sum of **\$34,000** dated **10/9/2001** in favor of **Greenpoint Mortgage Funding Inc.** which Deed of Trust was recorded on **11/19/2001** as Instrument Number **0011086950** of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$333,700** in favor of **Amerisave Mortgage Corp.** Herein after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; ~~and~~ *on 11/18/2004 as Doc# 0001110017*

WHEREAS, It is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien charge of the deed of Trust first above mentioned.

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**

The following real, property situate in the city of Chicago, county of Cook, State of Illinois, to-wit

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referenced to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, 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 the Deed of Trust first above mentioned,
- (2) That Lender would make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien of charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinafter specifically described, and prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/she consents to and approves (I) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (II) all agreements, including, but not limited to, any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made

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in whole or in part;

- (c) He/she intentionally and unconditionally waives, relinquishes and subordinates the lien or charge or the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above-mentioned that said Deed of Trust has by this instrument been subordinated to the lien charge of the Deed of Trust in favor of lender above referred to.

**SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD NOTICE:
 THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION, WHICH ALLOWS THE PERSON
 OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN. A PORTION OF WHICH MAY
 BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

SIGNATURE OF BENEFICIARY (IES)- *GREEN POINT MORTGAGE FUNDING, Inc.*

Patricia D. McCut

Patricia D. McCut, VP.

STATE OF _____ }

County of _____

On _____ before me, _____ the undersigned, a

Notary Public in and for said State, _____ 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.

Cook County Clerk's Office

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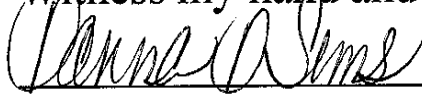
All Purpose Acknowledgement

State of Georgia

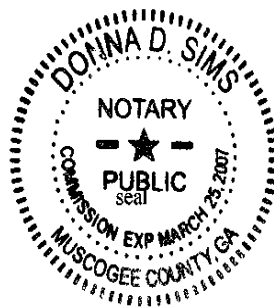
County of Muscogee

On 4/9/06 before me, Donna D. Sims, a Notary Public personally appeared Patricia D McCart V.P., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal



Signature of Notary-Donna D Sims-Expires March 25, 2007



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EXHIBIT "A"

LEGAL ADDENDUM

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 32 IN ALKE'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 67.5 FEET OF THE NORTH 260 FEET THEREOF AND EXCEPT THE RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

TAX ID #: 13-22-323-007

BY FEE SIMPLE DEED FROM BRANO ZECEVIC, MARRIED TO PHYLLIS ZECEVIC, HUSBAND AND WIFE AS SET FORTH IN DEED INSTRUMENT NO. 0011086948 AND RECORDED 11/19/2001, COOK COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.

Property address: 3241 N. Kenneth Avenue
Chicago, Illinois
60641



U22673923-01 06

SUBORDINATION AG

LOAN# 130340

US Recordings