## **UNOFFICIAL COPY**

Record and return to: Western Loan Services Attn: Records Management 431 E Park Center Blvd. Boise ID 83706 Account Number- 3211019364054



Doc#: 0505950008 Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 02/28/2005 07:42 AM Pg: 1 of 2

### SUBORDINATION AGREEMENT

THIS AGREEMENT made this 8th day of February, 2005, in favor of Ohio Savings Bank, Inc. with an office at 1801 E 9th St, Suite 200, Cleveland, OH 44114 ("Lender") by KEY BANK, NA, having a place of business at 8757 Red Oak Boulevard, Charlotte, NC 28217. (Subordinate Lender")

#### WITNESSETH:

WHEREAS. Subordinate Lender is the owner and holder of the following mortgage/deed of trust covering the property located at 1415 Ashley Rd, Hoffman Estates, IL 60195 and as more fully described therein ("Mortgaged Proverty"), and of the note or bond which said mortgage/deed of trust secures ("Subordinate Lender Note"):

> a) Mor.ga\_e/Deed of Trust dated September 2, 2003, made by Leeanne Raucci to Mort; ages R Us to secure the sum of \$12,700.00 recorded on Real Property in the Cook County Recorder/Clerk's Office in Illinois document number 0325450498 and assigned to Key Ban' LUSA document number 0325450499. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Sr oor linate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lend r has or is about to accept a mortgage covering the Mortgaged Property, made by Leeanne Raucci ("For ower") to Lender to secure the amount of two hundred four thousand and 00/100 Dollars (\$204,000.0/2) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Do'ar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does herely covenant, consent and agree with Lender as follows:

> The Subordinate Lender Mortgage/Deed of Trusc shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortga e in the principal amount of \$204,000.00 and interest together with any and all advances heretofor, or hereinafter made under and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Not.")

THIS AGREEMENT may not be changed or terminated orally and shall by binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of tle parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement in day and year first above written.

STATE OF

Worth Carolina

COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Elizabeth MTate personally came before me this day and acknowledged that she is Assistant Vice President of Keybank National Association, and that she, as Assistant Vice President, being authorized to do so, executed the foregoing on behalf of Keybank National Association.

Witness hand and official stamp or seal this 9 +h

day of February 2005.

Stephanie J Mallistu

Notary Public

My Commission Expires: August 13,2008

(Notary Seal)

507481 201-2

FORT DEARBORN LAND TITLE

0505950008 Page: 2 of 2

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in Block 189 in the Highlands at Hoffma.
Section 9, Township 41 North, Range 10, East orded June 1, 1964 as document 19142514 in the Offis.

P.T.N. 67-09-416-009

1415 ASHLEY ROAD

WOFFMAN ESTATES, IL 60195