UNOFFICIAL COPY

Recording Requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Red Hill Ave. Santa Ana, CA 92705 800-756-3524 Ext. 5011 CRS# //96036

APN: 11-18-122-028-1019



Doc#: 0509617060

Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 04/06/2005 10:04 AM Pg: 1 of 6

SUBORDINATION AGREEMENT

Prepared by:

Cook County Clerk's Office Sandee Kim 2550 N. Red Hill Ave. Santa Ana, CA 92705

Satch 1-12

0509617060 Page: 2 of 6

UNOFFICIAL COPY

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

New Loan #: 0619770753

This Subordination Ag	greement is dated for reference	e <u>03/16/2005</u> and is be	etween		
WASHINGTON MUT	JAL BANK, FA, A FEDERAL A	SSOCIATION	whose		
principal address is	3050 Highland Farlway Down	ners Grove II 60515, ,			
(called "Junior Lender	") and				
New Senior Lender's Name :W	ASHINGTON MUTUAL BANK	. FA			
Senior Lender's Address : 30	50 HIGHLAND PARKWAY DO	DWNERS GROVE, IL - 605	15		
(called "New Senior Le	ender")	0,			
RECITALS					
	vested holder and owner of the a mortgage or deed of trust (the rity Instrument:05/03/20	he "Security Instrument"):	sory note		
Borrower(s) Name(s) ('Borrowers") : MADELEINE S.	SULLIVAN	- Sign		
Property Address :	1111 CHURCH ST APT 602	EVANSTON, IL 60201-369	91		
Legal Description of rea	al property secured by Security	Instrument ("Property") :	Q		
Recording Date 08/25/	2004 County :COOK		Amount: \$20,000.00		
Recording Number: 0	0417713148 Book :	Page	e:		
B.Borrowers,as current loan on the Property wit Senior Lender in the or (the "New Senior Secur	<u>* </u>	to replace their current first loan secured by the Proper 52565.00 Date:	priority mortgage ty from New March 2, 2005		

0509617060 Page: 3 of 6

UNOFFICIAL CO

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security 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 Morgagee'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 state rdinating 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 Londer 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.

0509617060 Page: 4 of 6

UNOFFICIAL COPY

JUNIOR LENDER: WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION BY: NAME: TODORY OF COOK COUNTY CLOTH'S OFFICE TITLE :

0509617060 Page: 5 of 6

UNOFFICIAL COPY

STATE OF	IL	
COUNTY C	of Cook	
On	3/17/05	before
Me, 205	65 Pasmussen	ŋ
Personally Appeard	Mohens	Allali

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 in y 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) acced, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Ross Rosmussen

"OFFICIAL SEAL"
ROSS RASMUSSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/05/2006

This area for notarial seal)

This area for notarial seal)

0509617060 Page: 6 of 6

UNOFFICIAL COPY

Order ID1653792

Loan Number: 908-0619770753

EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS, AND LEGALLY DESCRIBED AS FOLLOWS:

UNIT 6/2 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOTS 12 AND 13 IN BLOCK 2 IN ELIZA A. PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4, EAST OF RIDGE ROAD AND WEST OF RAILROAD, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1973 AND KNOWN AS TRUST NUMBER 46876, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS NO. 22596214; TOGETHER WITH AN UNDIVIDED 2.322 PER CENT INTEREST IN SAID PARCEL (EXCELTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE NED.

OLIMAN CLORATS OFFICE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

APN: 11-18-122-028-1019