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USR 24686693 IL

SUBORDINATION AGREEMENT

(Document Title)

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SUBORDINATION AGREEMENT

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

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

Title:

APN: 29-23-108-003-0000

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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 28 day of FEBRUARY 2005 by **Willie and Louise Harwell** owner of the land hereinafter described and hereinafter referred to as "Owner", and **Household Financial Corp.** present owner and holder of Deed of Trust and Note first hereinafter described and referred to as "Beneficiary."

WITNESSETH

THAT WHEREAS, **Willie and Louise Harwell** did execute a Deed of Trust, dated 7/11/2002 To **Household Financial Corp.** as Mortgagee covering,

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

To secure a Note in the sum of **\$29,896.00** dated 7/11/2002 in favor of **Household Financial Corp.** which Deed of Trust was recorded on 9/20/2002 as **Book n/a Page n/a** of Official Records of said county; and **Recorded as Instrument NO. 0091033481**

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$111,454.00** in favor of **Washington Mutual Bank, F.A.** 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, UNRTG.~~ **Recorded on 3/8/2005 as Instrument NO. 0506721068**

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

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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 South Holland, county of Cook, State of Illinois, to-wit

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF SOUTH HOLLAND, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

LOT 3 IN BLOCK 7 IN CHAPMAN TULIP TERRACE, BEING A SUBDIVISION IN NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1957 AS DOCUMENT 16866519 IN COOK COUNTY, ILLINOIS.

TAX ID #: 29-23-108-003-0000

BY FEE SIMPLE DEED FROM GLEN A. HUISENGA AND JANET K. HUISENGA (FORMERLY JANET K. TRENNING), HIS WIFE AS SET FORTH IN BOOK 4524 AT PAGE 0179 AND RECORDED ON 4/21/1999, 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.

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 or 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 in whole or in part;

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- (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)

T Hardy
T Hardy VICE PRESIDENT
 Household Financial Corp.

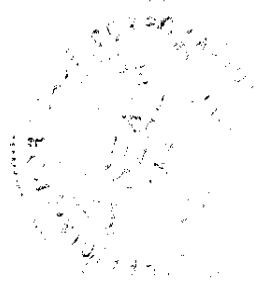
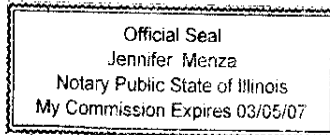
STATE OF ILLINOIS
 County of COOK

On 2/28/05 before me, Jennifer menza the undersigned, a Notary Public in and for said State, T Hardy, vice-president * personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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.

* Household Financial Corp.

WITNESS my hand and official seal

Jennifer Menza
 Notary Public in and for said County and State
 Jennifer Menza



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LEGAL DESCRIPTION:

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U24686693-010P05

SUBORDINATION AG
LDAN# 0063345257
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