UNOFFICIAL COPY

Doc#: 0522204107
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 08/10/2005 11:14 AM Pg: 1 of 3

6162 8284562 25076864

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 7th day of July, 2005, in favor of AMERICAN BROKER CONDUIT it's successors and/or assigns, with an office at 1200 COMMERCE COURT STE 101, LISLE, IL 60532 ("Lender") by KeyBank National Association, having a place of business at 1910 Tiedeman Road, Ste C, Cleveland, Ohio 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordirate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 104 ABBEYWOOD CR, STPEAMWOOD, IL 60107 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

a) Mortgage/Deed of Trust dated September 3, 2004, made by: STEVEN M VISVADRA to KeyBank National Association to secure the sum of \$25,585.00 recorded on Real Property in the MCHENRY County Recorder/Clerk's Office in IL Book/Liber 0426816036 Page NA. ("Subordinate Lender Mortgage")

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by STEVEN M VISVADRA ("Borrower") to Lender to secure an amount not to exceed (\$184,000.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Dollar (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 hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount not to exceed \$184,000.00 and interest together with any and all advances heretofore or hereinafter made 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 Note").

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 the parties hereto.

BOX 333-CTI

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

KeyBank National Association

STATE OF NORTH CARDLINA)

COUNTY OF GASTON

Before me, a Notary Public in and for the said County and State, personally appeared ELIZABETH M TATE of KEYBANK NATIONAL ASSOCIATION, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereun; set my hand and official seal at Charlotte, North Carolina, this the 7th day of July, 2005.

My commission expires: August 13,2008

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When recorded mail to: KeyBank National Association P.O.Box 6899 Cleveland, OH 44101

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008284562 HL STREET ADDRESS: 104 ABBEYWOOD CIRCLE

CITY: STREAMWOOD COUNTY: COOK

TAX NUMBER: 06-14-420-024-0000

LEGAL DESCRIPTION:

LOT 51 IN WOODLANDS II, BEING A RESUBDIVISION OF THAT PART OF LOT 3 IN DEEKE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 100.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14 AFORESAID, IN COOK COUNTY, ILLINOIS

OF EAS.

LEGALD

AD2

08/04/05