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PREPARED BY:

MAIL TO:

HSBC BANK USA

ATTN: SPECIAL SERVICES 2929 WALDEN AVENUE DEPEW, NEW YORK 14043 Doc#: 0527955100 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 10/06/2005 09:50 AM Pg: 1 of 4

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SUBORDINATION AGREEMENT

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ATS # 39030

PIN # 03-12-100-061-1023

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SUBORDINATION AGREEMENT

AGREEMENT made this 21st day of September 2005 by and between HSBC Mortgage Corporation (USA), having an office at 2929 Walden Avenue, Depew, New York 14043 party of the first part, and Broad Street Mortgage Company, having an office at 5613 DTC Parkway, #540, Tower 1, Greenwood Village, CO 80111, party of the second part

WITNESSETH:

WHEREAS, the said party of the first part now owns and holds the following mortgage and bond or note secured thereby:

Mortgage dated the 28th day of February 2005, given by <u>Ruslanas Misinias</u> to <u>HSBC Mortgage Opporation (USA)</u> in the principal amount of \$52,350.00 and recorded on <u>May 5th 2005</u>, in <u>Pocument # 0512505060</u> in the Office of the Clerk of the County of <u>Cook</u> covering the premises described therein and

WHEREAS, the present owner of the premises hereinafter mentioned is about to execute and deliver to said party of the second part, a mortgage to secure the principal sum of Two Hundred Seventy-Nine Thomsand Five Hundred and 00/100 dollars (\$279,500.00) and interest, covering the premises more fully described in said mortgage, and located at 361 Alexia Court, Wheeling, IL 60090

WHEREAS, said party of the second part ras refused to accept said mortgage unless said mortgage held by the party of the first part he subordinated in the manner hereinafter mentioned.

NOW, THEREFORE, in consideration of the premises and to induce said party of the second part to accept said mortgage and also in consideration c. ONE DOLLAR (\$1.00) paid to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part hereby covenants and agrees with said party of the second part that said mortgage held by said party of the first part be and shall continue to be subject and subordinate in lien to the lien of said mortgage for Two Hundred Seventy-Nine Thousand Five Hundred and 00/100 dollars (\$279,500.00) and interest about to be delivered to the party of the second part hereto, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the party of the first part, and to any extensions, renewals, and modifications thereof provided the amount thereof is not increased by such extensions, renewals, and modifications.

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THIS agreement may not be changed or terminated orally. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. The word "party" shall be construed as if it reads "parties" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, the said party of the first part has duly executed this agreement the day and year first written above.

> HSBC Mortgage Corporation (USA) Cathy Rondinelli Officer 13092

STATE OF NEW YORK COUNTY OF ERIE

On the 21st day of September in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Cathy Rondinelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acl no vledged to me that he/she/they executed the same in his/her/their capacity(ics), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of

which the individual(s) acted, executed the instrument.

No. 01DI6100045 Notary Public, State of New York

Qualified in Erie County My Commission Expires Oct. 10, 20

HSBC Mortgage Corporation (USA) Subordination of Mortgage

After Recording Return to

Attention: Special Services HSBC Bank USA

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LEGAL DESCRIPTION ATTACHMENT

UNIT 7-3 IN THE UNION COMMONS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE;

PART OF LOT 1 IN UNION SQUARE SUBDIVISION, BEING A RESUBDIVISION OF LOTS 13 AND 25, IN J. L. MCDUFFE'S SUBDIVISION AND PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDAN IN COOK COUNTY, ILLINOIS.

Property Identification Number: 03-12-100-061-1023

**Section of Property (for identification purposes only):

STACOURT*

Table 1...

Table 2...

Table 2...

Table 2...

Table 3...

Table 3... WHICH SURVEY :5 ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM