



Doc#: 0534235453 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2005 12:17 PM Pg: 1 of 5

8371201 RAH CTI

Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 63577120

ESCROW/CLOSING#:

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.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Ninth day of November, 2005, by Countrywide Bank, a Division of Treasury Bank, N.A. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, LISA WILLIS executed and

BOX 334 CTI

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the **"Existing and Continuing Security Instrument"**) in the sum of \$43,000.00 dated 05/13/2004, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0418412044, in the records of COOK County, State of IL, as security for a loan (the **"Existing and Continuing Loan"**), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 4465 SOUTH BERKELEY, CHICAGO, IL 60653 and further described on Exhibit "A," attached.

WHEREAS, LISA WILLIS (**"Borrower"**) executed and delivered to THE PRIVATE BANK MORTGAGE COMPANY, (**"Lender"**), a deed of trust/mortgage in the principal amount not to exceed \$179,000.00, which deed of trust/mortgage (the **"New Security Instrument"**) is intended to be recorded herewith in the records of COOK County, State of IL as security for a loan (the **"New Loan"**);

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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 referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, 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 Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

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(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel out only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

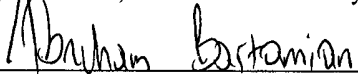
(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender 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; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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 subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Countrywide Bank, a Division of Treasury Bank, N.A.



Abraham Bartamian, Assistant Secretary

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
 COUNTY OF VENTURA)

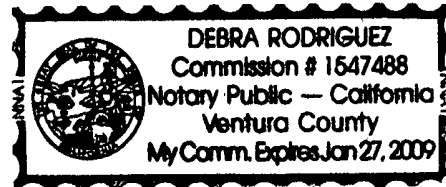
ss.

On this 10th day of November, 2005, before me, **Debra Rodriguez**, Notary Public, personally appeared **Abraham Bartamian**, personally known to me to be the person(s) whose name(s) is/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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Debra Rodriguez

 Debra Rodriguez
 Notary Public - Commission No. 1547488
 Commission Expires: January 27, 2009



Property
 COOK County Clerk's Office

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008321201 F1
STREET ADDRESS: 4465 S. BERKELEY AVENUE
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 20-02-308-045-0000

LEGAL DESCRIPTION:

THAT PART OF LOTS 13 AND 14, TAKEN AS A TRACT, IN BLOCK 1 IN HUTCHINSONS SUBDIVISION OF BLOCK 3 IN HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 13 AND 14, 23.68 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 74.0 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOTS 13 AND 14, A DISTANCE OF 4.50 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 26.0 FEET TO THE EAST LINE OF SAID LOTS 13 AND 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 13 AND 14, A DISTANCE OF 19.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE WEST ALONG THE SOUTH LINE OF LOT 13, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.