



Doc#: 0600548084 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/05/2006 11:45 AM Pg: 1 of 3

8601210037

*NWT050029*  
WHEN RECORDED MAIL TO:

**GMAC Mortgage**  
500 Enterprise Road  
Horsham, PA 19044  
Prepared by: William Palmer

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made November 16, 2005, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc.**

### WITNESSETH:

THAT WHEREAS **Jens Fogelgren**, residing at 216 W. Menomonee St Chicago, IL 60614, did execute a Mortgage dated 03/29/2005 to **Mortgage Electronic Registration Systems, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 50,000.00 dated 03/29/2005 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Mortgage was recorded 04/05/2005 as Document No. 0509526133.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 490,000.00 dated Dec 19, 2005 in favor of **TCD Mortgage Corporation**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which 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:

# UNOFFICIAL COPY

(1) That said mortgage securing said note in favor of Lender, 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 **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc.** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

By: *[Signature]*  
Titilayo Bullock

By: *[Signature]*  
William Palmer

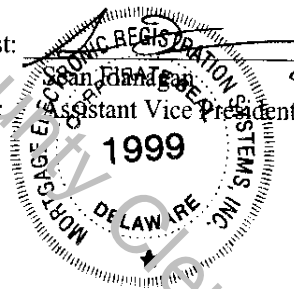
By: *[Signature]*  
Titilayo Bullock

By: *[Signature]*  
William Palmer

**Mortgage Electronic Registration Systems, Inc.**

By: *[Signature]*  
Debra Chieffe  
Title: Assistant Secretary

Attest: *[Signature]*  
Sean Flanagan  
Title: Assistant Vice President



COMMONWEALTH OF PENNSYLVANIA

:  
:SS  
:

COUNTY OF MONTGOMERY

On 11/16/05, before me Lynn R. Frazier, the undersigned, a Notary Public in and for said County and State, personally appeared Debra Chieffe personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary, and Sean Flanagan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Vice President of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

*[Signature]*  
Notary Public

Notarial Seal  
Lynn R. Frazier, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires July 16, 2006

Member, Pennsylvania Association Of Notaries

# UNOFFICIAL COPY

First American Title through The Talon Group

Commitment Number: NWT050029

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 6 IN SCHNELL SUBDIVISION OF THE SOUTH 122.8 FEET OF THE EAST 319 FEET OF BLOCK 45 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-33-408-014  
Property of Cook County Clerk's Office