# UNOFFICIAL CO

Doc#: 0620818003 Fee: \$46.50 Eugene "Gene" Moore Cook County Recorder of Deeds

Date: 07/27/2006 09:54 AM Pg: 1 of 2

RETURN TO: First Title and Escrow 30 West Gude Dr. Ste. 44-3 Rockville MD 20050 T-12841-03 prepared by: M. Guthrie # 30-20-413-052-0000

### SUBORDINATION AGREEMENT

THIS AGREEMENT made this 4th day of Sept, 2003, in favor of Mortgage Investors Corporation, with an office at 6090 Central Avenue St. Petersburg, FL 33707 ("Lender") by KEY BANK USA, NA, having a place of business at 8757 Red Oak Boulevard, Charlotte, NC 28217. (Subordinate Lender")

#### WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following mortgage/deed of trust covering the projects located at 1593 Kenilworth Drive Calumet City, IL 60409 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said mortgage/deed of trust secures ("Subordina'e i ender Note"):

> Mortgage/Deed of Trust dated March 13, 2000, made by Albert F. Connell to Banker's fir t Mortgage to secure the sum of \$11,298.00 recorded on Real Property in the Cook Count' Recorder/Clerk's Office in Illinois Document 00337098 and assigned to Key Bank U.S.A., NA Document <u>0010057754</u>. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, 1 inder has or is about to accept a mortgage covering the Mortgaged Property, made by Albert F. Conn 1 (Borrower") to Lender to secure the amount of Eighty Four Thousand Seven Hundred Ninety Five and 00/100 Dollars (\$84,795.00) and interest, said mortgage being hereinafter collectively referred to as t'le 'Lender Mortgage'.

NOW, THEREFORE, in consideration of Cor Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortga ze the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does Fereby covenant, consent and agree with Lender as follows:

> The Subordinate Lender Mortgage/Deed c. T ust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mor gage in the principal amount of \$84,795.00 and interest together with any and all advances of retofore or hereinafter made under and pursuant to the Lender Mortgage and together with 2.19 and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Incte").

THIS AGREEMENT may not be changed or terminated orally and shall ov binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

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

> [SUBORDINATE LENDER] Assistant Vice President

North Carolina

Herragie J. McAllistera notary public of the county and state aforesaid, certify that personally appeared before me this day and as Lizabeth M. Tate

mallistu

(Notary Seal)

My Commission Expires: Hugast 13,2008

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# 40FFICIA

Order No. 12841

**American Pioneer Title Insurance Company** 493 East Semoran Boulevard

Casselberry, Florida 32707

Order No. 12841

## LEGAL DESCRIPTION

Lots 12 to 16 both inclusive (except the South 87.5 feet thereof) in Block 4 in Gold Coast Third Addition being a subdivision of that part of the South 1/2 of the South 1/2 of the Fractional Southeast 1/4 of Section 20, Township 36 North, Range 15, East of the Third Principal Meridian, lying West of a line which is parallel to and 743.2 feet West of Illinois and Indiana State line, according to the plat thereof recorded 11/1/27 as Document 9827875, in Cook County, Illinois. Being the same property as transferred by Warranty Deed on 09/15/1998 and recorded 09/30/1998 from Barbara Nommesch to Albert F. Connell, A Single Man, recorded J/12 in the Columnia Clerk's Office in Document Number 9837/5672 in the amount of 10.00