Doc#: 0632004012 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/16/2006 12:00 PM Pg: 1 of 5

### 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 #: 48665251

ESCROW/CLOSING#: 135507028

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 Twenty-sixth day of N.av, 2006, by COUNTRYWIDE BANK, N.A. ("Subordinated Lienholder"), with a place of business at 1500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, Bernard Shade and Robin S Goodwill executed and

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## **UNOFFICIAL COPY**

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$14000.00 dated 01/21/2004, and recorded in Book Volume, Page\_, as Instrument No. 0402819101 WHICH DEED OF TRUST WAS ASSIGNED TO COUNTRYWIDE BANK, N.A. BY ASSIGNMENT RECORDED 09/20/05 AS INSTRUMENT NUMBER 0626048064, in the records of CCCK County, State of ILLINOIS, 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 15743 DC2SON, DOLTON, IL 60419 and further described on Exhibit "A," attached.

WHEREAS, Bernard Shade and Robin S Goodwill ("Borrower") executed and delivered to COUNTRYWIDE HOME LOANS, INC., ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$124000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of GOOK County, State of ILLINOIS 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 noted declared, understood and agreed as follows:

- (I) 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, but 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 dec'ares, 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 3 or own 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, N.A. BY COUNTRYWIDE LOANS, etc SERVICING LP, ITS TRUE AND LAWFULL, ATTORNEY-IN-FACT

Suzann Lindblom, Senior Vice President

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#### **CORPORATE ACKNOWLEDGEMENT**

LOAN #: 48665251

State of Texas County of Collin

On 05/26/2006 befor a me, personally appeared Suzann Lindblom, Senior Vice President of Countrywide Home Loans, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he shell be 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

TRAVIS A ROWE

My Commission Expires

December 12, 2009

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#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: LOT 13 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE 60.00 FEET NORTHERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 13) TOGETHER WITH THE NORTH 15.51 FEET (AS MEASURED AT RIGHT ANGLES) OF LOT 14 IN THE 1ST ADDITION TO ALMAR MEADOWS, BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 TO THE PARTITION OF THAT PART OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIVER AND THE EAST 1/3 OF THE SOUTHWEST 1/2 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE 3RD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD LANE), ALL IN COOK COUNTY, ILLINOIS.

29-24-153-052-0000 Permanent Parcel Number: BERNARD SHADE AND ROBIN S. GOODWILL - SHADE, HIS WIFE, NOT AS JOINT TEN OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY

15743 DOBSON AVENUE, DOLTON IL 60419

Loan Reference Number : 4075826/135507028

First American Order No: 9472697

E OFFICE Identifier: FIRST AMERICAN LENDERS ADVANTAGE

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FIRST AMERICAN LENDERS ADVANTAGE SUBORDINATION AGREEMENT