

# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
WASHINGTON MUTUAL BANK, FA  
SPECIAL LOANS DEPARTMENT  
2210 Enterprise Drive  
Florence, SC 29501  
ATTN: Yvette Hannah

Doc#: 0705101164 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/20/2007 01:41 PM Pg: 1 of 6

Loan No. 156-0755649712

513680

## SUBORDINATION AGREEMENT

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

THIS AGREEMENT made this 25th day of January 2007, by

**MUSTAPHA ITTA AND ALYCE ITTA a/k/a ALYCE M HRDLICKA, Husband and Wife**

Owner of the land hereinafter described and hereinafter referred to as "Owner," and

**\*Mortgage Electronic Registration Systems, Inc. (MERS) as Nominee for Washington Mutual Bank FA**

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary".

### WITNESSETH

THAT WHEREAS, **Mustapha Itta and Alyce Itta aka Alyce M Hrdlicka**, did execute a Deed of Trust, dated June 16, 2006 covering

**THE EAST 10 FEE OF LOT 13 AND ALL OF LOT 14 IN BLOCK 8 IN F.H. DOLAND'S SUBDIVISION OF 590 FEET EAST OF AND ADJOINING THE WEST 175 FEET OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 29 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN COOK COUNTY, ILLINOIS**

11-29-316-014

to secure a Note in the sum of **\$115,000.00** in favor of, recorded on **June 27, 2006** as **Document Number 0617802230**, in the Office of the County Recorder of **Cook County, State of Illinois**.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$650,000.00** in favor of **Fifth Third Mortgage**, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust 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 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 said Deed of Trust securing said Note in favor of Lender, 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 lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

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Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in 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;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, 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: and
- (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the of Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION, WHICH ALLOWS 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.

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Loan No. 0755649712

**BENEFICIARY:**

\*Mortgage Electronic Registration Systems, Inc.  
(MERS) as Nominee for Washington Mutual Bank, FA,

By: [Signature]  
Name: Patricia L Bulen

Title: Assistant Vice President

**OWNER:**

By: \_\_\_\_\_  
Mustapha Itta

By: \_\_\_\_\_  
Alyce Itta

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

THE STATE OF South Carolina §

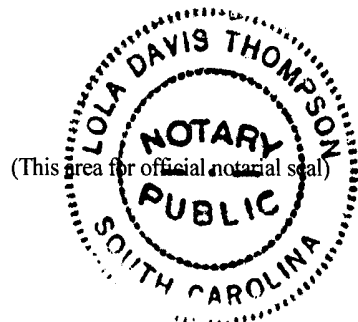
COUNTY OF Florence §

On 1/25/07 before me, Lola Davis Thompson Notary Public  
personally appeared Patricia L. Bulen (Notary Name and Title)

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/she/they executed the same in his/her/their authorized capacity (is), 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 [Signature]  
My Term Expires: 11/07/2012



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Loan No. 0755649712

Description of Attached Document:

Type of Document: Subordination Agreement

Document Date: 01/25/07 Loan # 0755649712

Corporate Officer Title: \*\* A.V.P. \*\*

Signer Is Representing: WASHINGTON MUTUAL BANK, FA

Property of Cook County Clerk's Office

01-36-07 12:33pm From-

# UNOFFICIAL COPY

P.008/008 F-865

Loan No. 0755649712

**OWNER:**

By: [Signature]  
Mustapha Ita

By: [Signature]  
Alyce Ita

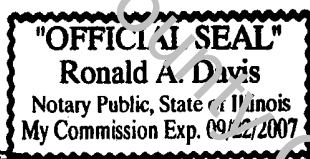
State of ILLINOIS  
County of COOK

On 2/8/2007 before me.

personally appeared Mustapha Ita and Alyce Ita  
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 the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public  
My Term Expires: 9-22-2007



(This area for official notarial seal)