# **UNOFFICIAL COPY**



MAIL TO: HOME EQUITY TITLE SERVICES, INC. 855 E. GOLF RD. #2140 ARLINGTON HTS IL 60005 230246

Doc#: 0707849042 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/19/2007 01:26 PM Pg: 1 of 6

## STATE OF ILLINOIS

### COUNTY OF COOK

TITLE OF DOCUMENT: GENERAL SUBORDINATION AGREEMENT

DATE OF DOCUMENT: JANUARY 22, 2007

GRANTOR(S): U.S. DEPARTMENT OF YOUSING AND URBAN DEVELOPMENT

**GRANTEE: WELLS FARGO BANK, N.A.** 

PROPERTY ADDRESS: 7330 S. DREXEL AVENUE; CHICAGO, ILLINOIS 60619

**LEGAL DESCRIPTION:** 

LOT 12 IN BLOCK 25 IN CORNELL, A SUBDIVISION IN SECTION 5 26 AND 35, TOWNSHIP 38 NORTH, RANGE ANC OFFICE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX #: 20-26-116-027-0000

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FEB. 9.2007 12:21PM

NO. 3906 P. 2

Joyce Dyson P. 105 5 137-347/62

General Subordination Agreement

Space above line for recording purposes.

Page 1 Joyce Dyson #131-665646

# SUBORDINATION AGREEMENT

NOTICE: This subordination agrees out 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 is made this 22 day of January, 2007 by and between U.S Department of Housing and Urban Development a vational bank (herein called "Lien Holder"), and Wells Fargo Bank N.A., a national bank (herein called the "Lender").

#### RECITALS

Lien Holder is the beneficiary/mortgagee under a died of trust/mortgage, dated 26 July, 2006 in the amount of 29,000, executed by Joyce Dyson (the "Debtor") which was recorded in the county of Cook, State of Illinois, as document number 0 322 205313 on August 10, 2006 (the "Subordinated Instrument") covering real property located in Chicago in the above-named county of Cook, State of Illinois, as more particularly described in the Subordinated Instrument (the "Property").

PlA 7330 S. DREXEL AVE., Chingo, ILGG 0619

#### LEGAL DESCRIPTION

Lot 12 in block 25 in Cornell, a Subdivision in sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. TAX# 20-26-116-027-0000

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of \$ 118,755.00.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

Subordination Agreement should not be recorded if mortgage amount is different than 118,755.00

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FEB. 9. 2007 12:22PM WELLS FARGO HOME MORTGA

NO. 3906 P. 3

Joyce Pyson P. 20+5 137-347/62

Page 2 Joyce Dyson #131-665646

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- 1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum see ared by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- Lien Holde: warrants to Lender that Lien Holder presently owns the Subordinated Justiument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of <u>Illinois</u> It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is a ade between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Dootor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

NOT C.T. 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

By: US Dept of Housing and Urban Development

Title:

Subordination Agreement should not be recorded if

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FEB. 9. 2007 12:22PM

NO. 3906 P. 4

Toyce Dyson p. 30+5 137-347/62

> Page 3 Joyce Dyson #131-665646

STATE OF COUNTY OF

1 be The foregoing instrument was acknowledged before me this Department of Housing and Urban Development. Clory's Orrica , b y ,US (Bank officer name)

WITNESS my hand and official seal.

My commission expires:

Notary Public

Subordination Agreement should not be recorded if mortgage amount is different than 118, 750.00

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# **UNOFFICIAL COPY**

| Subordination Agreement  |  |            |
|--|--|------------|
| Mortgagor: Joyce Dyson   |  |            |
| FHA Case Number: 137-347162  |  |            |
| Page 4 of 5  |  |            |
|  |  |            |
| IN WITNESS WHEREOF, the undersigned, Monica Hodges, A Morris-Griffin Corporation and/or First Madison Services, Ir for the Secretary or Housing and Urban Development, has said Secretary.   | nc. f/k/a Clayton National, Inc., attorney-in-fact   |            |
| Alphonso Jackson, Secretary<br>Department of Housing and Urban Development   |  |            |
| By: Monica Hodges, Assistant Vice Pkesident/Legal Director of Morris-Griffin Corporation and/or First Madison Services, Inc. f/k/a Clayton National Inc., attorney-in-fact for the Secretary of Housing and Urban Development  |  |            |
| STATE OF OKLAHOMA ) ) SS.  | 'S   |            |
| COUNTY OF TULSA )  | O/Sc.  |            |
| On this day of Ftb., 2007, before me County, Oklahoma, personally appeared MONICA HODGES, basis of satisfactory evidence) to be the person whose racknowledged to me that she executed the same in her au instrument the person or the entity upon behalf of which the | name is subscribed to the within instrument and inthorized capacity and that by her signature on the |            |
| Witness my hand and official seal.   | any war.   |            |
|  | Notary Public Signature  Commission Number:02017204  # 02017204  EXP. 10/10/10                       | MILLIAN VA |
| Subordination Agreement should not be recorded if mortgage amount is different than $118,755.00$ .   | OF OKLANIA   | HILL       |

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FEB. 9. 2007 12: 25PM-45 FFWELLS FARGO HOME MORTGAGE TO: 173-445-2694 PAGE: 007 NO. 3906 P. 28

Joyce A,500 p. 50f 5 137-347162

#### EXHIBIT A

# LEGAL DESCRIPTION

LOT 12 IN BLOCK 25 1.4 CORNELL, A SUBDIVISION IN SECTIONS 28 AND 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX MAPAD NUMBER:

20-26-116-027-0000

COMMONLY KNOWN AS:

7330 SOU! HIDREXEL AVENUE F COUNTY COPY S OFFICE

CHICAGO, IL 60015

Subordination Agreement should not be recorded if mortgage amount is different than #8, 7.5.5.00.