

# UNOFFICIAL COPY



Doc#: 0708146067 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/22/2007 03:20 PM Pg: 1 of 4

TICOR TITLE 598639

This Instrument Prepared by:

When Recorded Return to:  
First Tennessee Bank National Association, Grantor  
P.O. Box 132  
Memphis, TN 38101

## SUBORDINATION AGREEMENT

### RECITALS:

WHEREAS, Earnest W. Butler and Rhonda I. Butler, As Joint Tenants (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

3816 Edgewater Drive  
Hazel Crest, IL 60429

AND WHEREAS, the said Borrower has made application for a close-end mortgage loan ("New Loan") in an amount not to exceed \$236,000.00 from First Horizon Home Loan Corporation (the "Grantee"), whose address is: 4000 Horizon Way, Irving, TX 75063 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Horizon Home Loan Corporation (the Grantor), whose address is 4000 Horizon Way, Irving, TX 75063 has an interest in or lien upon the Property as follows:

(Mortgage) As Mortgagee under a Mortgage Dated January 22, 2003, and Recorded February 10, 2003, as Document Number 0030189782; Official Records of Cook County, State of Illinois.

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As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

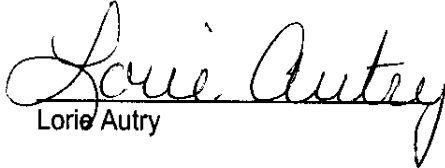
## AGREEMENTS:

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 26 day of January, 2007.

WITNESS:

  
Lorie Autry

First Horizon Home Loan Corporation (Grantor)

By: 

Name: Debra L. Reeves

Title: Limited Vice President

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## ACKNOWLEDGMENT

STATE OF TENNESSEE )  
 ) ss:  
 COUNTY OF SHELBY )

Before me, **Tena Farrell** of the state and county mentioned, personally appeared **Debra L. Reeves**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President of First Horizon Home Loan Corporation, the within named bargainer, a corporation, and that he/she, as such Limited Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

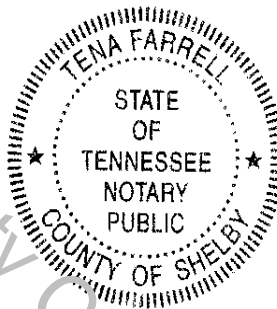
WITNESS my hand and official seal on this 26 day of January, 2007

*Tena Farrell*

Notary Public

My Commission expires:

MY COMMISSION EXPIRES  
MAY 31, 2010



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## TICOR TITLE INSURANCE COMPANY

**ORDER NUMBER:** 2000 000598639 CH  
**STREET ADDRESS:** 3816 EDGEWATER DRIVE  
**CITY:** HAZEL CREST **COUNTY:** COOK COUNTY  
**TAX NUMBER:** 31-02-104-003-0000

**LEGAL DESCRIPTION:**

LOT 73 IN DYNASTY LAKE ESTATES UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office