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**SUBORDINATION AGREEMENT**

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(Document Title)

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## SUBORDINATION AGREEMENT

<p>F          PREPARED BY:  <b>TJ DODSON</b>  <b>LandAmerica OneStop</b>          Address: 600 Clubhouse Drive          City: Moon Township          State: PA 15108          Escrow: 213455          Title:          APN: 31-34-305-020-0000</p>	<p style="text-align: right;">Recording Requested by &amp;          When Recorded Return To:  <b>US Recordings, Inc.</b>          PO Box 19989          Louisville, KY 40259</p> <p style="text-align: center;">SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY</p>
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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 27<sup>th</sup> day of February, 2007 by **Calvin Latiker and Cheryl A Latiker** owner of the land hereinafter described and hereinafter referred to as "Owner", and **Mortgage Electronic Registration Systems, Inc.** present owner and holder of Deed of Trust and Note first hereinafter described and referred to as "Beneficiary."

WITNESSETH

THAT WHEREAS, **Calvin Latiker and Cheryl A Latiker** did execute a Deed of Trust, dated **9/24/2004** To **Mortgage Electronic Registration Systems, Inc.** as Mortgagee covering.

SEE EXHIBIT "A".                                 -AND BY REFERENCE MADE  
 A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

To secure a Note in the sum of **\$44,800.00** dated **9/24/2004** in favor of **Mortgage Electronic Registration System, Inc.** which Deed of Trust was recorded on **10/6/2004** as Instrument # **0428019082** of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$185,844.00** in favor of **Fieldstone Mortgage**. Herein after 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,

*\* recorded concurrently herewith*

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 of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

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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 charge of the deed of Trust first above mentioned.

## SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD

### EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

The following real, property situate in the city of Richton Park, county of Cook, State of Illinois, to-wit

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS.

LOT 635 IN MICHAEL JOHN CROSSING UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1993 AS DOCUMENT NUMBER 93692680.

TAX ID #: 31-34-305-020-0000

BY FEE SIMPLE DEED FROM SOUTH HOLLAND TRUST & SAVINGS BANK, AN ILLINOIS BANKING CORPORATION AS SET FORTH IN INSTRUMENT NO. 95-266617 AND RECORDED ON 4/21/1995, COOK COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.

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 referenced 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 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 of 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 hereinafter specifically described, and prior agreements 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 Deed of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/she 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/she intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the

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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, 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 charge of the Deed of Trust in favor of lender above referred to.

**SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD 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.**

SIGNATURE OF BENEFICIARY (IES)

Mortgage Electronic Registration Systems, Inc. "MERS"

*Lorna L Slaughter*  
Lorna L Slaughter, Vice President

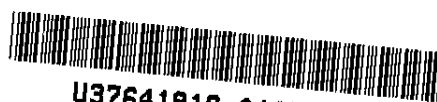
STATE OF MARYLAND

County of FREDERICK

On 02/27/2007 before me, Vera Sara Smith the undersigned, a Notary Public in and for said State, Lorna L Slaughter, VP 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 (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

*Vera Sara Smith*  
Notary Public in and for said County and State



**U37641818-010P04**

SUBORDINATION AG  
LOAN# 4700325426  
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