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Doc#: 0710654011 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/16/2007 09:04 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
WASHINGTON MUTUAL BANK  
CONSUMER LOAN RECORDS CENTER  
1170 SILBER RD.  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTTA

06-04593(2)

Loan No. 677202871

SPACE ABOVE FOR RECORDER'S USE ONLY

**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 12th day of JANUARY, 2007, by

**JAMES A. GERHARDT AND PATRICIA A. GERHARDT, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY**

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

**WASHINGTON MUTUAL BANK, FA**

present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, **JAMES A. GERHARDT AND PATRICIA A. GERHARDT** , as Trustor, did execute a Mortgage, dated **FEBRUARY 18, 2006**, covering:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

to secure a Note in the sum of **\$66,000.00**, dated **FEBRUARY 18, 2006**, in favor of **WASHINGTON MUTUAL BANK, FA** which Mortgage was recorded on **MARCH 14, 2006**, Instrument No. **0607306162**, of Official Records, in the Office of the County Recorder of **COOK** County, State of **ILLINOIS**; and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of **\$641,000.00**, dated JANUARY 25, 2007, in favor of FIFTH THIRD MORTGAGE hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage 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 Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage 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 Mortgage 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 Mortgage 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 Mortgage securing said Note in favor of Lender 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 Mortgage 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 Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Mortgage 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;

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- (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 Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage 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 Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage 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. 677202871

**BENEFICIARY**  
**WASHINGTON MUTUAL BANK, FA**

By: W L Saludo

Name: W L Saludo

Title: Lien Release Assistant Secretary

**OWNER:**

By: [Signature]  
**JAMES A. GERHARDT**

By: [Signature]  
**PATRICIA A. GERHARDT**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

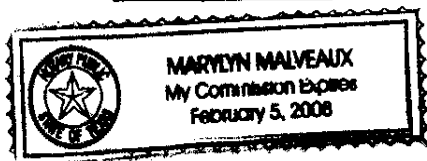
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

State of TEXAS )  
County of HARRIS ) ss.

I certify that I know or have satisfactory evidence that W L Saludo is the person who appeared before me, and said person acknowledged that (he / she) signed this instrument on oath stated that (he / she) was authorized to execute the instrument and acknowledge it as the Lien Release Assistant Secretary of WASHINGTON MUTUAL BANK, FA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: January 12, 2007



[Signature]  
Notary Signature

Marylyn Malveaux  
Type or Printed name of Notary Public

Notary Public  
My Appointment expires: 02/05/2008

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LOAN NO. 677202871

THE STATE OF Illinois §

COUNTY OF Cook §

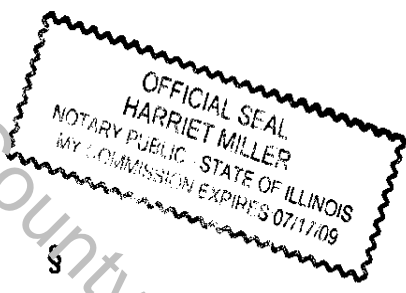
On 1-25-07 before me, \_\_\_\_\_, (Notary Name and Title)

personally appeared JAMES A. GERHARDT AND PATRICIA A. GERHARDT

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.

Signature [Handwritten Signature]



THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_, before me, \_\_\_\_\_, (Notary Name)

personally appeared \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument on the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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EXHIBIT A

## LEGAL DESCRIPTION

LOT 70 IN THE FINAL PLAT OF SURVEY OF REGENCY OAKS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2003 AS DOCUMENT 0321918004 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 2, 2004 AS DOCUMENT 0424639093, IN COOK COUNTY, ILLINOIS.

PIN 06-34-308-038

c/k/a 850 Forest Glen Ct.  
Bartlett IL 60103