



Doc#: 0715557045 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/04/2007 08:21 AM Pg: 1 of 3

Account Number 441732344

WHEN RECORDED MAIL TO:
Homecomings Financial, LLC
2711 N. Haskell Avenue, Suite 900
Dallas, TX 75204
Attn.: Escrow Department

THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 12 April, 2007, by MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. AND ITS SUCCESSORS AND ASSIGNS ("Subordinating Lender").

WHEREAS, Mary R. Soto ("Borrower"), whether one or more, executed a note in the original principal sum of \$ 43,800.00 dated 07/26/2006, secured by a deed of trust or mortgage of even date therewith in favor of BERGIN FINANCIAL INC. covering property located at 3745 Euclid Ave, Berwyn, IL 60402, ("Property") recorded on 08/16/2006, as Instrument # 0622205129, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$ 242,000.00 ("New Loan") in favor of _____
PERFECT MORTGAGE ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the Borrower, New Lender and Subordinating Lender that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed:
2006/201BT

UNOFFICIAL COPY

Account Number 441732344
Borrower Name Mary R. Soto
Subordination Agreement
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1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. AND ITS SUCCESSORS AND ASSIGNS, by and through its attorney in fact, Residential Funding Corporation, LLC

By: *Laura Furr*
 Laura Furr
 Assistant Vice President

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

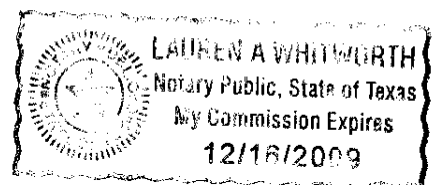
County of Dallas

On this, the 12 April, 2007, before me, a Notary Public, personally appeared Laura Furr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity as Assistant Vice President of Residential Funding Corporation, LLC, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lauren A. Whitworth
 Notary Public

(Notary Seal)



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File No.: 20061257

EXHIBIT A

Land situated in the County of Cook and State of Illinois is described as follows:

Lot 22 in Block 3 in Berwyn Terrace, being a subdivision of Lots 53, 54, 55 and 56 in Circuit Court Partition of Parts of Section 31 and Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, together with part of Section 1 and of the Northeast $\frac{1}{4}$ of Section 12, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3745 Euclid Avenue, Berwyn IL 60402
Tax Item No. 16-31-416-018-0000

Property of Cook County Clerk's Office