

# UNOFFICIAL COPY

224585 PIL 2 of 2



Doc#: 0724946117 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2007 02:53 PM Pg: 1 of 5

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## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

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ESCROW/CLOSING#:

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.

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Sixth day of August, 2007 by Mortgage Electronic Registration Systems, Inc. ("**Subordinated Lienholder**"), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613**.

WHEREAS, ERIK K. JOHNSON executed and

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$100,000.00 dated 12/01/2004, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0434321002, in the records of COOK County, State of IL, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 625 W HUNTINGTON COMMONS RD417, MOUNT PROSPECT, IL 60056 and further described on Exhibit "A," attached.

WHEREAS, ERIC K. JOHNSON ("**Borrower**") executed and delivered to Alliant Credit Union, ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$67,400.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of COOK County, State of IL as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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 the New Security Instrument, 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 Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

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(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel out only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

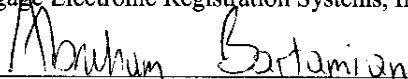
(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender 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; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Mortgage Electronic Registration Systems, Inc.



Abraham Bartamian, Assistant Secretary

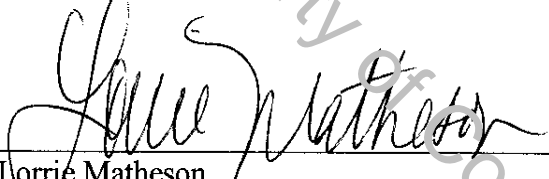
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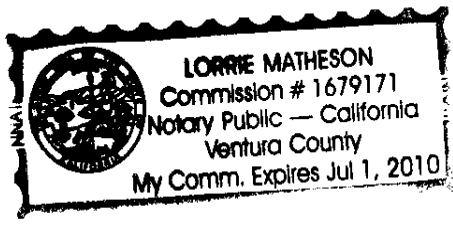
## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA                    )  
   )  
 COUNTY OF VENTURA                    )        ss.

On this 7th day of August, 2007, before me, **Lorrie Matheson**, Notary Public, personally appeared **Abraham Bartamian**, 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 the person(s) acted, his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
 \_\_\_\_\_  
 Lorrie Matheson  
 Notary Public - Commission No. 1679171  
 Commission Expires: July 1, 2010



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STREET ADDRESS: 625 W HUNTINGTON COMMONS UNIT 417  
CITY: MOUNT PROSPECT COUNTY: COOK  
TAX NUMBER: 08-14-401-087-1066

**LEGAL DESCRIPTION:****PARCEL 1:**

UNIT NUMBER 417 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL) PART OF LOT 1 IN KENROY'S HUNTINGTON, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION MADE BY FREDIANI DEVELOPERS, INCORPORATED, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23299090: TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS DATED FEBRUARY 11, 1971 AND RECORDED AND FILED FEBRUARY 19, 1971 AS DOCUMENT NUMBER 21401332 AND LR DOCUMENT NUMBER 2543467 FOR INGRESS AND EGRESS AND AS CREATED BY DEED FROM MOUNT PROSPECT STATE BANK, AS TRUSTEE UNDER TRUST NUMBER 270 TO THOMAS CORDERO AND ONDINA CORDERO DATED APRIL 20, 1976 AND RECORDED MAY 14, 1976 AS DOCUMENT NUMBER 23485684 IN COOK COUNTY, ILLINOIS