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Doc#: 0732056211 fee: \$40.00
Date: 11/16/2007 11:57 AM Pg: 1 of 4
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Property of Cook County Clerk's Office

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO:

Fidelity National Title Co
400 Corporation Drive
Aliquippa, Pa 15001
1-800-439-5451
Order 1490784 PG.4
ATTN: Title Solutions

Subordination Agreement

DOCUMENT TITLE

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Loan #1044648065

SUBORDINATION AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this 22nd day of **October, 2007** by and between Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for First Franklin, a Div. of National City Bank of Indiana (the "Beneficiary") and **IndyMac Bank F.S.B.**, Its Successors and/or Assigns, as their interest may appear (the "Lender") with regard to certain financial obligations of **Viroje Sithithum** (The "Borrower") whether one or more.

WHEREAS, Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for First Franklin, a division of National City Bank of Indiana, the holder of a Mortgage/Deed of Trust from the Borrower encumbering property known as **4760 North Lamont Avenue, Chicago IL 60630, dated February 24, 2006 and recorded June 27, 2006 in the office of the Recorder of Cook County, Illinois, in Document No. 0617849016**, securing an obligation in the amount of **Seventy Nine Thousand Six Hundred and 00/100 (\$79,600.00)**.

WHEREAS, Borrower has requested a loan from Lender in the maximum principal amount of **Three Hundred Twenty Two Thousand and 00/100 Dollars (\$322,000.00)**, or renewed from time to time, and to be secured by a mortgage/deed of trust encumbering said Property, of even date herewith from the Borrower to the Lender (the "Mortgage").

WHEREAS, as a condition precedent to making the Loan, the Lender requires that the Mortgage establish a first lien on a security interest in the Property.

NOW, THEREFORE, IN CONSIDERATION of the premises which are made a substantive part of this Agreement, the sum of Two Hundred Fifty dollars (\$250.00), the receipt whereof is hereby acknowledged, and the mutual covenants, promises, and agreements hereinafter set forth, and intending to be legally bound hereby, the parties do hereby covenant, promise, and agree as follows:

1. Following due execution and recordation of Mortgage the Beneficiary subordinates the priority of its mortgage to the lien and priority of the Mortgage.
2. As between the Beneficiary and the lender, the Mortgage of the Lender shall be a prior lien upon the property with all of the rights, privileges and remedies of a prior lien incident thereto; and said parties further agree that this waiver is not a waiver of priority of payments due thereon, nor does it require that the superior lien of the Lender be satisfied prior to satisfaction of the mortgage lien of the Beneficiary, and in no way affects or impairs the obligation and debt due to the Beneficiary and is limited solely to the aforesaid Lender and no others; provided that the Mortgage of the Lender shall not be further subordinated to any other mortgage, lien or encumbrance without the prior written consent of the Beneficiary.
3. This Agreement shall not be construed to apply to any sums which may be extended or advanced by the Lender over and above the maximum amount referred to above, whether the same shall be extended or advanced in the form of renewal(s), modification(s), refinance(s) or rewriting(s) of the Borrower's loan.
4. This Agreement shall only be construed to determine the rights of the parties hereto with respect to each other and shall not be construed to provide any benefit to any other party. In the event a lawful authority determines that the Lender's Mortgage is defective in providing the Lender with a lien on the Property, the Beneficiary's subordination as evidenced in this Agreement shall be void.
5. This agreement shall be binding upon and inure to the benefit of the parties of this Agreement and to their successors, assigns and/or personal representatives.
6. Any modifications of this Agreement shall not be effective unless in writing and signed by the party to be charged. Should any clause be found enforceable, it shall be treated as severed from this Agreement and shall not affect the enforceability of the balance of this Agreement.

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WITNESS the duly executed and authorized signature of the parties to this Agreement as of the day and year first above written.

ATTEST:

Home Loan Services, Inc. as servicer for Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for First Franklin, a division of National City Bank of Indiana

Tiffani M. Wilson

By: _____ (SEAL)

Name: Gary S. Fedoronko

Title: Assistant Vice President

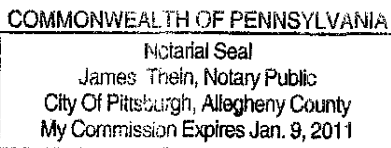
Tiffani M. Wilson

State of Pennsylvania)

) ss:

County of Allegheny)

Gary S. Fedoronko of Home Loan Services Inc. acknowledged the foregoing instrument before me this **22nd** day of **October 2007**, on behalf of the Beneficiary. She is personally known to me and did take an oath.



James Thein
Notary Public

My Commission Expires: Pennsylvania Association of Notaries

ATTEST:

LENDER:

By: _____ (SEAL)

Name: _____

Title: _____

State of)

) ss:

County of _____)

The foregoing instrument was acknowledged before me this, the _____ day of _____ 2007, by _____ of the Corporation. He/she is personally known to me and did take an oath.

Notary Public

My Commission expires:

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Exhibit "A" Legal Description

All that certain condominium situated in the County of Cook, State of Illinois, being known and designated as Unit 11-3-742 in Concord at Jefferson Park Condominium, as delineated on a survey of the following described real estate: Lot 43 in Concord at Jefferson Park, being a resubdivision in the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof, recorded April 21, 2004 as Document 0411231102, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded 09/15/2004 as Document 0425939046, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois. As described in Deed Document# 0613255058.

Tax ID: 13-10-205-088-1050

Property of Cook County Clerk's Office