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SHEET
FILE NO.

4385834 ²/3

Cook COUNTY



0733757029

Doc#: 0733757029 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2007 09:02 AM Pg: 1 of 2

GIT (11/09)

TYPE OF DOCUMENT:

Subordination Agreement

Greater Illinois Title
300 E. Roosevelt Road
Wheaton, IL 60187

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

4385834 373 JS
Mortgage Subordination Agreement

By Corporation or Partnership

Account Number: 1007123498

Date: 30 day of October, 2007

Legal Description: LOT 436 IN WEATHERSFIELD UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.L.N. #: 07-20-305-015-0000, VOL. 187

Property Address: 130 S. Springinsguth Road Schaumburg, IL 60193

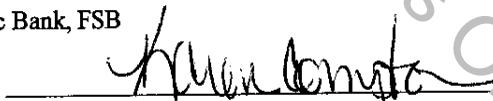
This Agreement is made this 30 day of October, 2007, by and between Indy Mac Bank, FSB ("Bank") and Fifth Third Mortgage ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 26 January, 2006, granted by Theodore Del Barrio and Silvia Del Barrio, His wife ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book Page, as Document 060590215, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated November 20, 2007, granted by the Borrower, and recorded in the same office on 0733757028, 2007, as 0733757028, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$213,300, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the Property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

IndyMac Bank, FSB



By: **Karen Compton**
Title: **Assistant Vice President**

STATE OF Michigan
COUNTY OF Kalamazoo

The foregoing instrument was acknowledged before me this 30 day of October, 2007, by (name) Karen Compton, the (title) Assistant Vice President of (bank) IndyMac Bank, F.S.B., National banking association under the laws of The United States of America, on behalf of the association.

SHANA L. McCLUSKEY, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires Aug. 25, 2012
Acting in the County of Kalamazoo
Shana L. McCluskey
Shana L. McCluskey, Notary Public
My commission expires: August 25, 2012

MAILED
Prepared by: Gene A. Walters
2035 S. Arlington HTS Rd #113
Arlington HTS IL 60005