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Doc#. 0801636002 fee: \$40.00
Date: 07/16/2003 08:19 AM Pg: 1 of 4
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

RECORDING REQUESTED BY

Lenders First Choice

AND WHEN RECORDED MAIL TO

PREPARED BY:

**ILLINOIS DEPARTMENT OF HEALTH
CARE AND FAMILY SERVICES. ~**

**TECHNICAL RECOVERY UNIT
32 W. RANDOLPH ~ 13TH FLOOR**

CHICAGO, ILL 60601

61-00800519

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 20-08-421-060

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 21ST day of SEPTEMBER, 2007 by EVELYN HAMBY

owner of the land hereinafter described and hereinafter referred to as "Owner", and ILLINOIS DEPARTMENT OF HEALTH CARE AND FAMILY SERVICES

BEING THE HOLDER OF THE FOLLOWING CLAIMS

RECORDING DATE	DOCUMENT NUMBER	RENEWAL RECORD DATE	DOCUMENT NUMBER
February 8 th 1973	22215700	March 6 th 1993	98180587
		January 17, 2003	0030085231

December 27, 1977 24260327
November 1st 1982 26396741
March 17, 1988 88111877
March 9, 1993 93176738

With a total lien amount of \$13,387.48, recorded in the Cook County Recorder's Office, cover the property commonly known as 934 W. 54th Street, Chicago, Illinois 60609.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 13 IN BLOCK 2 IN G. W. CASS SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 24 ACRES OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 20-08-421-060; SOURCE OF TITLE IS DOCUMENT NO. 25757534 (RECORDED 01/30/81)

Permanent Index Number: 20-08-421-060-0000

And for and in consideration of the sum of Two Thousand, Six Hundred, Seventy-Seven (\$2677.00) Dollars and such other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant, consent and agree that the claims for lien aforesaid, shall be and hereby made subject to and subordinate to a certain promissory note in the original amount of ONE HUNDRED FIFTY THOUSAND AND 00/100----- (U.S. \$150,000.00) made payable to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, 451 SEVENTH STREET, S.W., WASHINGTON, DC 20410 and a note not to exceed amount of ONE HUNDRED AND FIFTY THOUSAND AND 00/0----- (U.S. \$150,000.00) made payable to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, 451 SEVENTH STREET, S.W., WASHINGTON, DC 20410 which notes are secured by mortgages of even date therewith, which mortgages were recorded in the Cook County recorders office on _____, 2007 as document number: _____ and document number _____ therein covering the aforesaid premises; and further that the lien of the mortgages to Financial Freedom Senior Funding Corp and the Department of Housing and Urban Development, shall have priority as if acquired, executed and recorded prior to the Liens in favor of the Illinois Department of Health Care and Family Services.

It is expressly understood and agreed that this instrument is not to be held or construed as a release of the Liens in favor of the Illinois Department of Health Care and Family Services, which was recorded as the Document Numbers mentioned above nor shall it act to

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release any party of the above described premises, but it is solely subordinate and Liens to that of the aforementioned mortgages, and only to the extent as set forth herein.

This agreement, and each and every covenant, agreement, and other provisions of the same, shall be binding on the parties to this agreement, their respective heirs, legatees, administrators, representatives, successors and or assigns.

IN WITNESS WHEREOF, Healthcare + Family Services, has caused this subordination agreement to be executed by its manager and attested to by its -, on the 24th day of October, 2007.

Illinois Department of Health Care and Family Services

ATTEST:

By: Thomas Sajdak

By: Pilar Perez-De Jesus

Thomas Sajdak

Pilar Perez-De Jesus

Type or Print Name

Type or Print Name

It's: Supervisor, Technical Recovery Section

Its: Executive 2

Title

Title

State of Illinois)

County of Cook)

I, the undersigned, a notary public in and for said County and in the State aforesaid, do hereby certify that THOMAS SAJDAK, personally known to me to be the MANAGER of IDHES - BOC and PILAR PEREZ-DEJESUS, personally known to me to be the IDHES - BOC of EXECUTIVE 2 whose names are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such THOMAS SAJDAK and PILAR PEREZ DEJESUS that they signed and delivered the said instrument of writing in their capacity as corporate officers as their free and voluntary act, and as the free and voluntary act of _____ for the uses and purposes as set forth herein.

Given under my hand and seal this 24 day of October 2007

Estell Hardiman
NOTARY PUBLIC



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WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust 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 deed of trust first above mentioned.

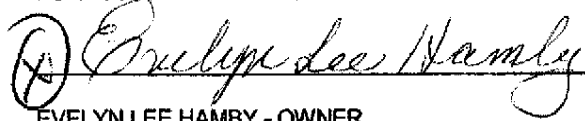
NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, 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 lien or charge of the deed of trust 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 deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust 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;
- (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 deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust 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 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 deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust 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.



 EVELYN LEE HAMBY - OWNER

(All signatures must be acknowledged)

Form Furnished By Lenders First Choice

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

(SUBORDINATION FORM "A")
 Deed of Trust to New Deed of Trust

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STATE OF ILLINOIS
COUNTY OF COOK

S.S.

On Dec 28th 2007 before me,

Vikki Hill

a Notary Public in and for said County and State, personally appeared

EVELYN LEE HAMBY

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 [Signature]



(This area for official notarial seal)

STATE OF ILLINOIS
COUNTY OF COOK

S.S.

On Dec 28th 2007 before me,

Vikki Hill

a Notary Public in and for said County and State, personally appeared

Evelyn Lee Hamby

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 [Signature]



(This area for official notarial seal)