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Doc#: 0802505231 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/25/2008 02:58 PM Pg: 1 of 4

SHEMANT TITLE ... ILLMONG SHEMANT TITLE ... SHOUL CHIOGO 649 - 42-13

SUBCREMENT AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

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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 THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

ADD DOCUMENT # #801565 230

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Second day of January, 2038, by Mortgage Electronic Registration Systems, Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, PATRICIA DOHERTY 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 \$14,200.00 dated 10/19/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0730208067, 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 3843 N NARRAGANSETT AVE #201, CHICAGO, IL 60634 and further described on Exhibit "A," attached.

WHEREAS, PAIGRICIA DOHERTY ("Borrower") executed and delivered to Taylor Bean & Whitaker Mortgage Corp. ISAOA Atma, ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$174,000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of COOK Courty, 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: lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing I pan; and

WHEREAS, Lender is willing to make said 'oan 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 han 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:

- (I) 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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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 cance, but 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, it 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, relinquisher, 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 subor imation.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WELCH 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.

Richard Raynor, Assistant Secreta

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Individual Acknowledgment

The State of Texas
County of Dallas
Before me, a Notary Public, on this day personally appeared Kanon (Apple), known to me (or proved to me on the oath of) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.
Given under my hand and seal of office this 3 day TANUARY 20 08
(PERSONALIZED Notary Public, State of Texas
SEAL)
My Commission Expires July 36, 2008 Christy Tadlock (Print name of Notary Public here)
4
My commission expires the30 day ofJuly2008
Parcel 1: Unit 201 together with its undivided percentage interest in the common element as delineated on the survey and defined in the Declaration recorded as document as delineated and defined in the Third Principal Meridian, in Cook County, alinois. Parcel 1: Unit 201 together with its undivided percentage interest in the common element as delineated on the survey are common as delineated and defined in the Declaration recorded as document number 27150956 The exclusive right to use of parking space P-3 a limited common element as delineated and declaration aforesaid recorded as document number 27150956 The exclusive right to use of parking space P-3 a limited common element as delineated and defined in the Third Principal Meridian, in Cook County, alinois.
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12: The exchange of the control of t
Parcel 2: The decree 3843 No. Attached to the decree 3843 No. Chicago IL 60634 Chicago IL 60634
Communication