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Doc#: 0805708013 fee: \$44.00  
Date: 02/26/2008 08:38 AM Pg: 1 of 6  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

**Prepared By:**

Leila H. Hansen, Esq.  
2700 East Sunset Road, Suite 5  
Las Vegas, Nevada 89120  
Phone: 702-736-6400

**After Recording Mail To:**

George and Ana Bedon  
5335 West Winona Street  
Chicago, Illinois 60630

13-09-308-042-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBORDINATION AGREEMENT**

TITLE OF DOCUMENT

# 12626699

4835416

**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 Subordination Agreement, made this 18<sup>th</sup> day of June, 2007 by **First American Bank** (hereinafter referred to as "Beneficiary"), present owner and holder of the Mortgage and note first hereafter described, and **Countrywide Home Loans, its successors and/or assigns** (hereinafter referred to as "Lender");

**WITNESSETH**

THAT WHEREAS, **George G. Bedon and Ana M. Bedon** (hereinafter referred to as "Owner") did execute a Mortgage, dated **February 28, 2005** to **First American Bank** as Mortgagee, covering that certain real property situated in the County of **Cook**, State of **Illinois**, described as follows:

THE WEST 8.72 FEET OF LOT 14 AND ALL OF LOT 15 IN JOHN DA'S SUBDIVISION OF BLOCK 15 IN VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Site Address: **5335 West Winona Street, Chicago, Illinois 60630**  
Permanent Index Number: **13-09-308-042-0000**

to secure a note dated **February 28, 2005**, in the sum of **\$30,000.00**, and any other amounts or obligations secured thereby, in favor of **First American Bank** which Mortgage was recorded **March 9, 2005**, as INSTRUMENT/FILE NO. **0506826040**, Official Records of said county, and

WHEREAS, "Owner" has executed, or is about to execute, a Mortgage and note not to exceed the sum of \$ 316,800.00 dated June 22, 2007, in favor of "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage ~~is to be recorded concurrently herewith;~~ and  
\*Recorded January 16, 2008 as instrument # 0801608205

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, "Owner" has requested "Beneficiary" to subordinate "Beneficiary's" lien to the lien about to be taken by the "Lender"; and

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Loan No: \_\_\_\_\_

WHEREAS, "Lender" is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that "Beneficiary" will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the "Lender"; and

WHEREAS, It is to the mutual benefit of the parties hereto that "Lender" make such loan to "Owner"; and "Beneficiary" is willing that the Mortgage 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 Mortgage 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 to as follows:

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

"Beneficiary" declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage 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) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage 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 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 unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of "Lender" above referred to.

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Loan No: \_\_\_\_\_

**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 LAND.**

Property of Cook County Clerk's Office

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Loan No: \_\_\_\_\_

"BENEFICIARY":  
First American Bank

BY: Lynda Sabani

LYNDA SABANI AVP  
Printed Name & Title

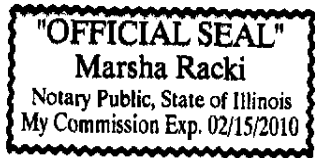
### ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF DeWitt ) ss

This instrument was acknowledged before me on this 18<sup>th</sup> day of June, 2007,  
by Lynda Sabani, as AVP, of **First American Bank**.

NOTARY STAMP/SEAL

Marsha Racki  
NOTARY PUBLIC  
MARSHA RACKI  
PRINTED NAME OF NOTARY  
MY Commission Expires: 2-15-10



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

BEDON  
12626699 IL  
FIRST AMERICAN LENDERS ADVANTAGE  
SUBORDINATION AGREEMENT

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Loan No. 00017033411506007

"OWNER(S)":

*George G. Bedon*  
George G. Bedon

*Ana M. Bedon*  
Ana M. Bedon

STATE OF Illinois )  
COUNTY OF Cook ) ss

This instrument was acknowledged before this 31st day of JANUARY, 2008, by **George G. Bedon and Ana M. Bedon.**

NOTARY STAMP/SEAL

"OFFICIAL SEAL"  
Darinka Babic  
Notary Public, State of Illinois  
Cook County  
My Commission Expires Jan. 24, 2011

*Darinka Babic*  
NOTARY PUBLIC

DARINKA BABIC  
PRINTED NAME OF NOTARY  
MY Commission Expires: 01/24/2011

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

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO  
WIT: THE WEST 8.72 FEET OF LOT 14 AND ALL OF LOT 15 IN JOHN  
DAY'S SUBDIVISION OF BLOCK 15 IN VILLAGE OF JEFFERSON IN  
SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 13-09-308-042-0000  
GEORGE BEDON JR. AND ANA M. BEDON, HUSBAND AND WIFE, AS TENANTS BY  
THE ENTIRETY

5335 WEST WINONA STREET CHICAGO IL 60630  
Loan Reference Number : 4335416/170334115  
First American Order No: 12312785  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



Property of Cook County Clerk's Office