UNOFFICIAL COPY



Doc#: 0806404141 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 03/04/2008 02:15 PM Pg: 1 of 5

78396648/ 260011311

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

Doc ID No.: 0001675679522005N

ESCROW/CLOSING#:

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.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this First day of February, 2005, by Mortgage Electronic Registration Systems, Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, LAURYN LU executed and



__0806404141 Page: 2 of 5

UNOFFICIAL COPY

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$42,000.00 dated 05/10/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0714549093, 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 3820 KEENEY STREET, SKOKIE, IL 60076 and further described on Exhibit "A," attached.

WHEREAS, I AURYN LU ("Borrower") executed and delivered to FIFTH THIRD MORTGAGE, ("Lender"), a deed of trust/r.ortgage in the principal amount not to exceed \$269,000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of COOK County, State of IL as security for a tran (the "New Loan");

WHEREAS, it is a condition priced into obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuous Loan; and

WHEREAS, Lender is willing to make said loan 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 ma. 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 here 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.

0806404141 Page: 3 of 5

UNOFFICIAL COPY

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 cancel 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 at 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 Londer for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements parsuant 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 ε_{PP} lication 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, relinquishes 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 subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH 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 Secretary

[−]0806404141 Page: 4 of \$

UNOFFICIAL COPY

ndividual Acknowledgment
The State of Texas
County of Dallas
Before me, a Notary Public, on this day personally appeared Record Rayner 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
Object Public State of Toyas
(PERSONALIZED SEAL)
CHRISTY TADLOCK My Commission, Expires July 30, 2008 Christy Tadlock (Print name of Notary Public here)
My commission expires the 30 day of July 2008
Wy commission expires theou_ day ofou_
Co

0806404141 Page: 5 of 5

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008396648 SK STREET ADDRESS: 3820 KEENEY STREET

CITY: SKOKIE COUNTY: COOK

TAX NUMBER: 10-23-321-037-0000

LEGAL DESCRIPTION:

THE WEST 1/2 OF LOT 7 AND ALL OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 AND VACATED NORTH AND SOUTH PUBLIC ALLEY LYING BETWEEN SAID LOTS 1 AND 2 IN BLOCK 18 IN WITTBOLD'S PAPID TRANSIT GARDEN, A SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 22, AND THE SOUTHWEST QUARTER OF SECTION 23 AND ALL OF LOT 17 IN BLOCK 3 IN WITTBOLD'S SECOND "L" EXTENSION SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, VI.
13, E.

OF COOP COUNTY CLOTH'S OFFICE TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LEGALD

KL1

02/29/08