

# UNOFFICIAL COPY



0807340026

Doc#: 0807340026 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/13/2008 10:05 AM Pg: 1 of 7

Space above this line for Recorder's use only

## SUBORDINATION AGREEMENT

Property of Cook County Clerk's Office

V. TO.  
RESIDENTIAL SERVICES  
1000 HAWKLAND AVE.  
SUITE 202  
LAWSON, IL 60140

7c

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WHEN RECORDED MAIL TO:  
 Washington Mutual Bank  
 Attn: Lien Release Department –  
 Subordination Team  
 Mail Stop: JAXF1020  
 8168-8170 Baymeadows Way West  
 Jacksonville, FL 32256

Loan No. 0673146312

SPACE ABOVE FOR RECORDER'S USE ONLY

**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 February, 2008, by

Aldrin C. Conde, *unmarried man*

owner of the land hereinafter described and hereinafter referred to as "Owner," and

Washington Mutual Bank

present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, Aldrin C. Conde, as Mortgagor, did execute a Mortgage, to secure a Note in the sum of \$100,000.00, dated December 16, 2006, in favor of Washington Mutual Bank which Mortgage was recorded on January 12, 2007, in Book N/A, Page N/A, Instrument No. 0701210085, of Official Records, in the Office of the County Recorder of Cook County, State of Illinois; Credit line decreased to \$35,000.00 and covering:

Lot 26 in Block 2 in Town Improvement Corporation Des Plaines Countryside, Unit Number 2, A Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$240,000.00, dated 2/22/08, in favor of GB Mortgage LLC, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

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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 above mentioned; and

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 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 as follows:

- (1) That said Mortgage securing said Note in favor of Lender 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 Mortgage hereinbefore specifically described, any prior agreement 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) He 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;

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- (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 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 into 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.

**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.

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Loan No. 0673146312

THE STATE OF IL §

COUNTY OF COOK §

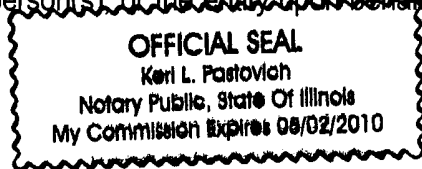
On 2/22/08 before me, Keri L. Pastovich/Clerk  
(Notary Name and Title)

personally appeared Aldrin C. Conde

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 Keri L. Pastovich



THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_, before me, \_\_\_\_\_  
(Notary Name)

personally appeared \_\_\_\_\_

personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument on the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



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## EXHIBIT "A"

**LOT 26 IN BLOCK 2 IN TOWN IMPROVEMENT CORPORATION DES PLAINES COUNTRYSIDE UNIT NUMBER 2, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PARCEL ID NUMBER: 09-33-205-041-0000

COMMONLY KNOWN AS: 2114 LAURA LANE  
DES PLAINES, IL 60018

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