

# UNOFFICIAL COPY

Recording requested by and  
when recorded return to:

FSC0440  
2210 ENTERPRISE DRIVE  
FLORENCE, SC 29501



Doc#: 0808604105 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/26/2008 01:32 PM Pg: 1 of 5

This Subordination Agreement prepared by:  
Azra Shaikh  
Washington Mutual Bank  
3050 Highland Parkway  
Downers Grove, IL 60515



## SUBORDINATION AGREEMENT

1593290  
Chicago Title  
ServiceLink Division  
4000 Industrial Blvd  
Aliquippa PA 15001

Loan Number: 301913918  
1

**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 14 day of February, 2008, by Frank and Beth Abbinanti, owner of the land hereinafter described and hereinafter referred to as "Owner", and Washington Mutual Bank, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

Property: 2506 North Walnut Ave  
Arlington Heights, IL 60004

THAT WHEREAS, Washington Mutual, as Grantor, did execute a Security Instrument, dated \_\_\_\_\_ to \_\_\_\_\_, as Trustee, covering:

See Exhibit "A" attached hereto and made a part hereof by this reference.

to secure a Note in the sum of \$200,000.00, dated \_\_\_\_\_, in favor of Washington Mutual Bank which Security Instrument was recorded on 01/10/2006, in Book \_\_\_\_\_, Page \_\_\_\_\_, Instrument No. \_\_\_\_\_, of Official Records, in the Office of the County Recorder of \_\_\_\_\_ County, State of Illinois, and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$50,000.00, dated 02/22/2008, in favor of Washington Mutual Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument 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 Security Instrument first above mentioned; and

L-Y  
P-5  
M-Y  
MP.

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WHEREAS, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Security Instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument 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 Security Instrument 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 Security Instrument 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 Security Instrument 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 Security Instrument 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 Security Instrument first above mentioned to the lien or charge of the Security Instrument 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 Security Instrument 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 Security Instrument 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 Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment

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Loan Number: 3019139181

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 Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument 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.**

**BENEFICIARY**  
Washington Mutual Bank  
By: Joy Swift  
Name: Joy Swift  
Title: Corporate Officer

**OWNER**  
By: Frank Abman  
By: Seth Abman

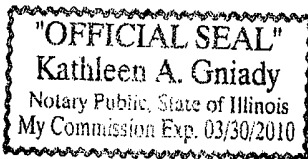
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

(SUBORDINATION FORM "A")

THE STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14 day of Feb, 2008, by Joy Swift who is personally known to me or has produced Joy Swift as identification.



Kathleen A. Gniady  
Printed/Typed Name:  
Kathleen A. Gniady  
Notary public in and for the state of NA  
Commission Number:

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Loan Number: 3019139181

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 Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument 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.**

**BENEFICIARY**

Washington Mutual Bank

By: Joy Swift  
Name: \_\_\_\_\_

Title: Corporate Officer

**OWNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

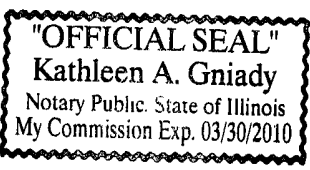
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**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

**(SUBORDINATION FORM "A")**

THE STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14 day of Dec, 2008, by Joy Swift who is/are personally known to me or has produced \_\_\_\_\_ as identification.



Kathleen A. Gniady  
Printed/Typed Name:  
Kathleen A. Gniady  
Notary public in and for the state of NA  
Commission Number:

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## Exhibit "A" Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT 19 IN BLOCK 20 IN BERKELY SQUARE UNIT 6, A SUBDIVISION IN THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1967 AS DOCUMENT 20231041, IN COOK COUNTY, ILLINOIS, BEING MORE FULLY DESCRIBED IN DEED DOCUMENT #86507065, DATED 10/24/1986 AND RECORDED 10/29/1986 IN COOK COUNTY RECORDS.

Tax ID: 03-18-211-019

Property of Cook County Clerk's Office

1593290 - 1

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Issued At: Registered Title Insurance Agent:

ServiceLink  
4000 Industrial Blvd.  
Aliquippa, PA 15001