UNOFFICIAL COPY

Doc#: 0808741107 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 03/27/2008 11:59 AM Pg: 1 of 3

Prepared by: Cynthia Sarkioglu
RECORD AND RETURN TO:
Home Equity Service Center
4001 Leadenhall Road
Mount Laurel, NJ 08046
Attention. Lori Butler - Mailstop DC
Loan No.: 7076530307

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 7th day of February 2008 by Merrill Lynch Credit Corporation, 4802 Deer Lake Drive, Jacksonville, FL 32246 ("Subordinating Party"), in favor of Professional Mortgage Partners, Inc., it's successors and/or assigns as their respective interest may appear ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated January 9, 2003, in the amount of \$40,230.00 executed by Michael W. McGinnis, ("Borrower"), which term includes all parties executing such instrument) in favor of Merrill Lynch Credit Corporation, which was recorded on February 10, 2003 in Doc No.: 0030201107 in the official public records of Cook County. State of Illinois (the "Subordinate Security Instrument"), which encumbers the following described real

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Loan No.: 7076530307

Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

- 2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.
- 3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has cause 2 this Agreement to be executed as of the day and year first above written.

Merrill Lynch Credit Corporation, by

Nortgage Corporation, Authorized Agent

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File No.: 114437

EXHIBIT A

THE SOUTH 39 FEET OF THE NORTH 55 FEET OF LOT 9 IN BLOCK 9 IN HIGGINSON AND HALDENE'S SOUTH.

5, TOWNSH.
NI'Y, ILLINOIS.

JDGELAND AVENUE, OAK PARK, ILL.

Synergy Title Services, LLC.
730 West Randciph, Suite 300
Chicago, IL 69661
Phone (312) 354-9030 fax (312) 334-9009 SUBDIVISION OF LOTS 9, 11 AND 12, (EXCEPT THE 2 ACRES OF SAID LOT 11) IN CIRCUIT COURT PARTITION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTHWEST 1/4 OF THE SOUTY VEST 1/4 OP SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL ME'ADIAN, IN COOK COUNI'Y, ILLINOIS.

PIN:

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COMMONLY KNOWN AS: 733 N RIDGELAND AVENUE, OAK PARK, ILLINOIS 60302