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Doc#: 0810756011 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 04/16/2008 09:08 AM Pg: 1 of 5

SUBCRDINATION AGREEMENT

PREPARED BY AND WHEN RECORDED MAIL TO:

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ESCROW/CLOSING#:

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY 17.4. THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty-seventh day of March, 2008, by Mortgage Electronic Registration Systems, Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, RUSLANA DRONGAL and GANNA M. MISHCHANYN executed and

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SUCCESS TITLE SERVICES, INC. 400 Skokie Blvd Ste. 380 Northbrook. II. 60062

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$64,000.00 dated 10/11/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 730455024, 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 1870 N OAKLEY AVENUE, CHICAGO, IL 60647 and further described on Exhibit "A," attached.

WHEREAS, RUSLANA DRONGAL and GANNA M. MISHCHANYN ("Borrower") executed and delivered to Taylor Bean & Whitaker Mort Corp, ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$417,000.00. 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 loan (the "New Loan");

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

WHEREAS, Lender is willing to make said 'oan 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 that 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 lien 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 s follows:

- (1) 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.

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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, it 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 Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pur suent 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; 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 clarge 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 but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WILCH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LO. IN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE L'AND.

Mortgage Electronic Registration Systems, Inc.

Richard Raynor, Assistant Serretary

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Success Title Services, Inc. As an Agent for Ticor Title Insurance Company 400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: STS08 00757

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

THAT PART OF CCTS 67, 68, 69, 70 AND 71 IN BLOCK 5 IN PIERCE'S ADDITION TO HOLSTEIN IN THE WEST 1/2 OF THE COUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 71; THENCE NORTH 47 DEGREES 40 MINUTES 47 SECONDS WEST, A DISTANCE OF 102.88 FEET TO THE POINT OF BEGINNING, THENCE NORTH 47 DEGREES 40 MINUTES 47 SECONDS WEST, A DISTANCE OF 11.62 FEET TO A POINT; THENCE NORTH 73 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 23.29 FEET TO A POINT; THENCE NORTH 76 DEGREES 34 MINUTES 52 SECONDS EAST, A DISTANCE OF 53.26 FEET TO A POINT; THENCE NORTH 76 DEGREES 37 MINUTES 53 SECONDS EAST, A DISTANCE OF 10.82 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 24.52 FEET TO A POINT; THENCE SOUTH 86 DECREES 08 MINUTES 41 SECONDS WEST, A DISTANCE OF 7.10 FEET TO A POINT; THENCE SOUTH 65 DEGREES 26 MINUTES 49 SECONDS WEST, ALONG THE CENTER LINE OF PARTY WALL, A DISTANCE OF 53.42 FEET TO A POINT; THENCE SOUTH 86 OCHONIA CLOURT CONTROL DEGREES 22 MINUTES 47 SECONDS WEST, A DISTANCE OF 15.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-300-065