

# UNOFFICIAL COPY



0811605173

8685541345

Doc#: 0811605173 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/25/2008 02:39 PM Pg: 1 of 3

## WHEN RECORDED MAIL TO:

*Prepared by:*  
**GMAC Mortgage, LLC**  
1100 Virginia Dr.  
Fort Washington, PA 19034  
Prepared by: Vernice Mainor

*2008*

*106776*

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made February 21, 2008, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc.**

### WITNESSETH:

THAT WHEREAS **Paul J Ciastko and Lesley K Ciastko**, residing at 1876 N Oakley Avenue Chicago IL 60647, did execute a Mortgage dated 3/25/2006 to **Mortgage Electronic Registration Systems, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 15,000.00 dated 3/25/2006 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Mortgage was recorded 5/5/2006 as Document No. 0612506125.

WHEREAS, Owner has executed, or is about to execute a Mortgage and Note in the sum of \$ 395,000.00 dated ~~MARCH 19, 2008~~ in favor of **Countrywide Bank, FSB**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **Mortgage Electronic Registration Systems, Inc.** 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 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:

*LC*

CITYWIDE  
TITLE CORPORATION  
850 W JACKSON BLVD., SUITE 320  
CHICAGO, IL 60607

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(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 **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc.** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

**Mortgage Electronic Registration Systems, Inc.**

By: *Vernice Mainor*  
Vernice Mainor

By: *Marnessa Birckett*  
Marnessa Birckett

By: *Kim Johnson*  
Kim Johnson

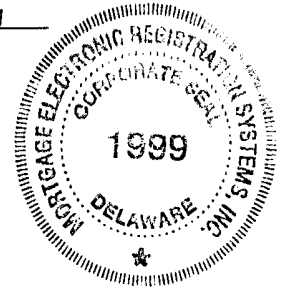
Title: Assistant Secretary

By: *Vernice Mainor*  
Vernice Mainor

Attest: *Mary Morris*  
Mary Morris

By: *Kim Johnson*  
Kim Johnson

Title: Vice President



COMMONWEALTH OF PENNSYLVANIA :

:SS

COUNTY OF MONTGOMERY :

On 2-21-08, before me Michele Coley-Turner, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary, and Mary Morris personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

*Michele Coley-Turner*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Michele Coley-Turner, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires July 12, 2009  
Member, Pennsylvania Association of Notaries

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**SCHEDULE A**  
**ALTA Commitment**  
 File No.: 106776

**LEGAL DESCRIPTION**

THAT PART OF LOTS 67, 68, 69, 70, AND 71 IN BLOCK 5 IN PIERCE'S ADDITION TO HOLSTEIN IN THE WEST 1/2 OF THE SOUTHWEST 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 132.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47 DEGREES 40 MINUTES 47 SECONDS WEST, A DISTANCE OF 8.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 67; THENCE NORTH 41 DEGREES 53 MINUTES 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 68; A DISTANCE OF 100.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 68; THENCE SOUTH 47 DEGREES 39 MINUTES 50 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT; THENCE SOUTH 57 DEGREES 20 MINUTES 36 SECONDS WEST, A DISTANCE OF 18.31 FEET TO A POINT; THENCE SOUTH 57 DEGREES 15 MINUTES 43 SECONDS WEST; ALONG THE CENTER LINE OF PARTY WALL, A DISTANCE OF 53.46 FEET TO A POINT; THENCE SOUTH 52 DEGREES 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 31.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN # 14-31-300-068-0000

1876 N. OAKLEY  
 CHICAGO, IL 60647

**Issuing Agent**  
**Citywide Title Corporation**  
 850 W. Jackson Boulevard  
 Suite 320  
 Chicago, Illinois 60607