



Doc#: 0818533169 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/03/2008 11:35 AM Pg: 1 of 8

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

Doc ID No.: 0001782150952005N
ESCROW/CLOSING#:

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.

SUBORDINATION AGREEMENT

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

WHEREAS, KHONDOKER JAMIL HOSSAIN executed and

BOX 334 CTI

8U29995-RZ-762 CTFL

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$47,850.00 dated 06/15/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 717357027, 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 2161 N CALIFORNIA AVE #203, CHICAGO, IL 60647 and further described on Exhibit "A," attached

WHEREAS, KHONDOKER JAMIL HOSSAIN ("**Borrower**") executed and delivered to PERL MORTGAGE INC, ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$255,000.00, 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 a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan 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 as 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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(3) 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, if 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 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; 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 charge 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 which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Mortgage Electronic Registration Systems, Inc.



Richard Raynor, Assistant Secretary

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PLEASE ONLY SUBMIT THIS FORM IF YOU NEED
CHANGES TO THE ENCLOSED SUBORDINATION AGREEMENT

To whom this may concern:

We have completed your request for a Subordination Agreement. We've enclosed an executed and notarized Agreement. **You are not authorized to make any alterations to this notarized document.** If the document needs changes within three weeks of this approval (**After 3 weeks, a new Subordination Request must be submitted**), you must advise us in writing of any changes and mail the following items to the address shown below:

- A \$75.00 check made payable to ReconTrust Company
(NOTE: The fee shall not be paid by the borrower! We will reject any request accompanied by a check drawn by the borrower to pay this fee.)
- A letter indicating any other changes needed and supporting documentation.
- A copy of the new 1008 and/or 1003.
- An updated Credit Report for all borrowers.
- **If the new loan amount has increased**, must supply the following: **1)** A copy of Hazard Insurance Declaration Page stating the value of the improvements and the amount of the coverage, **2)** A copy of the FEMA Standard Flood Hazard Determination form. If property is located in a flood zone, a copy of Flood Insurance Page stating the value of improvements and the amount of coverage.
- A copy of this letter with the portion below filled in completely.
- A prepaid UPS/FED EX overnight air package addressed to the receiver of the executed document. If shipping instructions or overnight package are not provided, the executed document will be returned by regular mail.

Note: We have been advised by the Servicer of the loan, that this loan is serviced on behalf of an investor. The required items that are listed on our letter are generally needed for an initial review and approval of the request. However, for some requests the investor may require additional information/documentation. In that event, the investor will not review the request without the additional information/documentation. Unfortunately, the investor will not know if the additional materials or information are necessary for review until they review the basic materials we have requested in our letter. In all instances, the Investor reserves the right to decline the request upon final review.

It will take a minimum of five (5) business days to process a new request. Please be advised, if the original Subordination package has been sent to storage and/or incomplete information is received, this may delay the estimated timeframe. We are sorry but fax requests cannot be accepted.

Mailing Address: Subordination Dept., 2380 Performance Dr. Bldg D, RGV-D7-225, Richardson, TX 75082

Thank you,
Subordination Department

2nd Mtg Loan No. _____ Borrower(s): _____

IMPORTANT NOTICE

**THE FOLLOWING INFORMATION WILL BE USED ON THE SUBORDINATION AGREEMENT.
THIS INFORMATION MUST BE CORRECT.**

Complete Name of New Lender: _____

New 1st Lien Amount: \$ _____

I have reviewed the information contained in this request for a revised Subordination Agreement. I verify that the facts stated above are accurate to the best of my knowledge. By signing this form, I am taking full responsibility of the information provided herein.

Signature

Date

Print name

Company Name

Phone # / Ext

Address

Fax #

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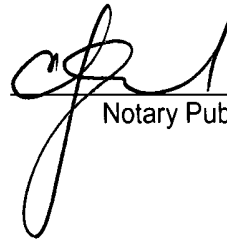
Individual Acknowledgment

The State of Texas

County of Dallas

Before me, a Notary Public, on this day personally appeared Richard Raynor, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 21 day February 20 08



Notary Public, State of Texas

(PERSONALIZED SEAL)



Christy Tadlock
(Print name of Notary Public here)

My commission expires the 30 day of July 2008

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Subordinations Department
2380 Performance Dr. Bldg D
RGV-D7-225
Richardson, TX 75082
(800) 669-5864

Date : 02/19/2008
Attention: MARI SANTIAGO
Doc ID No.: 0001782150952005N
Borrower(s): KHONDOKER JAMIL HOSSAIN
Your reference number:

We have reviewed your request for a Subordination Agreement.
Your request is APPROVED and an original Subordination Agreement is enclosed.

Please call us with any questions.

Thank You

Subordinations Department

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EXHIBIT "A"

**PLEASE ATTACH
THE LEGAL
DESCRIPTION OF
THE PROPERTY AS
EXHIBIT "A"**

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County
Clerk's Office

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STREET ADDRESS: 2161 NORTH CALIFORNIA AVENUE #203

CITY: CHICAGO **COUNTY:** COOK

TAX NUMBER: 13-36-214-025-1012

LEGAL DESCRIPTION:

UNITS 203 AND P-12 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ST. GEORGE LOFTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 99898177, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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