

Diana Brown to
Premium Title Group, LLC
PO Box 188
Spring Valley, WI 54767

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Doc#: 0819331102 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2008 02:28 PM Pg: 1 of 4

WHEN RECORDED MAIL TO: DYAKOBY

Household Finance Corporation

577 Lamont Road
Elmhurst, IL 60126

K. ELLIS

ESCROW NO:

TITLE ORDER NO:

Prepared By: Karen Ellis

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

SUBORDINATION AGREEMENT



NOTICE:

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LEIN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made JUNE 27, 2008

KELLY A. PRATL, TENANCY: NOT STATED

by

Owner of the land hereinafter described and hereinafter referred to as "Owner" and BENEFICIAL ILLINOIS, DBA BENEFICIAL MORTGAGE

Present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, KELLY A. PRATL, TENANCY: NOT STATED did execute a mortgage, dated APRIL 6, 2007

, to
As trustee, covering:

SEE ATTACHED LEGAL

To secure a note in the sum of \$17,820.00

dated APRIL 6, 2007

In favor of BENEFICIAL ILLINOIS, DBA BENEFICIAL MORTGAGE

Which mortgage was recorded as Document No# 0710156043 on APRIL 11, 2007

BK# N/A, Page N/A, Official Records of said county; and

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

WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary Beneficial Illinois, Inc. will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of WELLS FARGO HOME MORTGAGE Lender in an amount of \$216,000.00 plus any fees and charges permitted under the mortgage in favor of the Lender and

CLTA SUBORDINATION "A"
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

INITIALS: _____

APN:

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Whereas, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage 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 deed of trust 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 lender would not make its loan above described without this subordination agreement
- (2) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of lender above referred to, including, not only principal and interest on the principal indebtedness secured thereby, but all other sums secured by the mortgage secured by Lender, excluding non-obligatory future advances and shall supersede and cancel, but only insofar as would affect the priority between the mortgage herein before specifically described, any prior agreement as to such subordination including, but not limited, to those provisions, if any, contained in the mortgage above mentioned, which provided for the subordination of the lien or charge thereof to another 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 mortgage 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 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 mortgage first above mentioned in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances and 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 mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

CLTV SUBORDINATION "A"
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

INITIALS:

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APN: _____

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.

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

BENEFICIAL ILLINOIS, INC.

Karen Ellis
KAREN ELLIS AS VICE PRESIDENT

Larry Frey
LARRY FREY AS ASST SECRETARY
Beneficiary

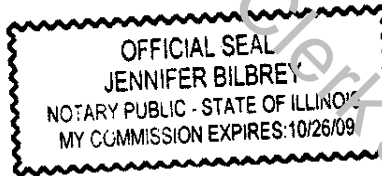
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF ILLINOIS
COUNTY OF COOK

ON JUNE 27, 2008 before me, JENNIFER BILBREY (Notary) personally appeared KAREN ELLIS AS VICE PRESIDENT AND LARRY FREY AS ASST SECRETARY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official,

Signature *Jennifer Bilbrey* (Notary)



STATE OF _____
COUNTY OF _____

ON _____ before me, _____ personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal,

Signature _____

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LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the **County of Cook**, State of Illinois, and being more particularly described as follows:

Parcel 1:

Unit 626 in the Metropolitan Place Condominium as delineated on a survey of the following described Real Estate:

Parts of Block 50 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, Which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document number 99214670, together with its undivided percentage interest in the common elements, all in Cook County, Illinois

Parcel 2:

The (Exclusive) right to the use of P-(9), a limited common element as delineated on the survey attached to the Declaration aforesaid recorded as document number 99214670

Parcel 3:

Non-Exclusive easement in favor of Parcel 1 for ingress, egress, use, enjoyment and support as created by reciprocal easement agreement recorded as document number 99214669 over, upon, and under premises therein.

Property of Cook County Clerk's Office