

# UNOFFICIAL COPY



Doc#: 0826222103 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/18/2008 02:48 PM Pg: 1 of 5

**When recorded mail to:**

Home Loan Services, Inc.  
ATTN: Document Services, LOC 23-531  
150 Allegheny Center Mall  
Pittsburgh, PA 15212

Loan #1044665020

## SUBORDINATION AGREEMENT

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.

THIS AGREEMENT, made this **19th** day of **August, 2008** by **MARIO HERERA**, owner(s) of the land hereinafter described and hereinafter referenced to (in the singular) as "Owner", and **Mortgage Electronic Registration Systems, Inc. ("MERS")**, nominee for **First Franklin, a division of National City Bank of Indiana (the "Beneficiary")**, present owner and holder of the mortgage first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS, **The Beneficiary** has executed a mortgage, dated **March 31, 2006**, to the beneficiary, covering:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF  
AND DESIGNATED EXHIBIT "A"

to secure a note in the sum of **\$44,800.00**, dated **March 31, 2006**, in favor of the beneficiary, which mortgage was recorded **April 3, 2006** as **Document Number 0610347014** of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of **\$189,000.00**, dated \_\_\_\_\_, in favor of **Fifth Third Mortgage Company it's successors and/or assigns as their interest may appear**, hereinafter 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 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 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 Lender; and

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 constitute a lien or charge upon said

File 53867

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land which is unconditionally prior and superior to the lien or charge of the 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 consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, the parties hereto mutually agree:

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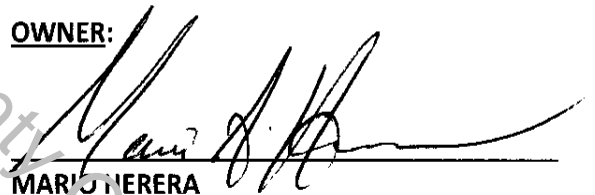
- (1) that said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above mentioned;
- (2) that Lender would not make its loan above described without this subordination agreement; and
- (3) 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 and shall supersede and cancel, but only insofar as would affect the priority between the mortgage hereinbefore specifically described, any prior agreement as to such subordination, including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or mortgage or to another mortgage or mortgages.

Beneficiary further declares, agrees and acknowledges that it intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage 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 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: THE LOAN AND MORTGAGE TO WHICH BENEFICIARY'S LOAN AND MORTGAGE/ MORTGAGE ARE TO BE SUBROGATED BY WAY OF THIS AGREEMENT MAY CONTAIN A PROVISION WHICH ALLOWS THE PERSON OBLIGATED TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

**BENEFICIARY:**  
The Beneficiary

**OWNER:**

  
MARIO HERERA

**BY:**

  
Cherrie L. Rutkowski, Assistant Vice President

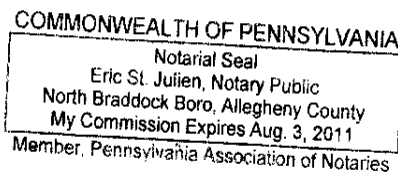
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

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COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY )

On August 19, 2008, before me, Eric St. Julien, Notary Public, personally appeared Cherrie L Rutkowski, AVP of Home Loan Services, Inc. personally 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Eric St. Julien

FOR NOTARY SEAL OR STAMP

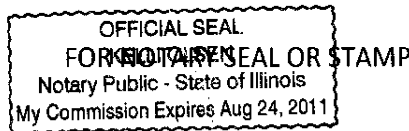
STATE OF IL )
) ss.
COUNTY OF Cook )

On 8-29-08, before me, Kelli Olsen, personally appeared Mario A. Herrera.

- personally known to me
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 [Handwritten Signature]



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ORDER NO.: 1301 - 004366453  
ESCROW NO.: 1301 - 004366453

1

STREET ADDRESS: 1610 NORTH 18TH AVENUE  
CITY: MELROSE PARK ZIP CODE: 60160  
TAX NUMBER: 15-03-122-087-0000

COUNTY: COOK

**LEGAL DESCRIPTION:**

LOT 15 (EXCEPT THE NORTH 5.50 FEET THEREOF) IN BLOCK 15 IN GOSS, JUDD AND SHERMAN'S WEST DIVISION STREET HOME ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 63 ACRES THEREOF AND EXCEPT LOTS 19 AND 20 IN BLOCK 4 IN GOSS, JUDD AND SHERMAN'S MELROSE PARK HIGHLANDS, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3 AFORESAID) IN COOK COUNTY, ILLINOIS.

PAVLEGAL 12/99 DG

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