



Doc#: 0910746014 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/17/2009 09:41 AM Pg: 1 of 3

**TICOR TITLE**

6/14/06 [Signature]

RECORD AND RETURN TO:  
Home Equity Service Center  
4001 Leadenhall Road  
Mount Laurel, NJ 08046  
Attention: Lori Butler -Mailstop DC  
Loan No.: 7076530307

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 1st day of April 2009 by **Merrill Lynch Credit Corporation**, 4802 Deer Lake Drive, Jacksonville FL 32246 ("Subordinating Party"), in favor of **Wintrust Mortgage** its successors and/or assigns as their respective interest may appear ("Outside Lender").

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N-5

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated January 9<sup>th</sup>, 2003, in the amount of **\$40,230.00**, executed by **MICHAEL W MCGINNIS** ("Borrower"), which term includes all parties executing such instrument) in favor of **Merrill Lynch Credit Corporation**, which was recorded on February 10<sup>th</sup>, 2003 in Doc No.: 030201107 in the official public records of **Cook County**, State of Illinois (the "Subordinate Security Instrument"), which encumbers the following described real property:

*Attached Legal description*

hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount of **\$793,000.00** (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

# UNOFFICIAL COPY

Loan No.:7076530307

1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

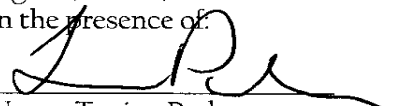
3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

Merrill Lynch Credit Corporation, by  
PHH Mortgage Corporation, Authorized Agent

  
\_\_\_\_\_  
Kimberly A DiLeo, Assistant Vice President

Signed, sealed, and delivered  
in the presence of:

  
\_\_\_\_\_  
Name: Tanina Parker


  
\_\_\_\_\_  
Name: Eileen Buck

Corporate Seal

STATE OF NEW JERSEY)  
  ) ss.:  
COUNTY OF BURLINGTON)

Kimberly A DiLeo, who is Assistant Vice President of PHH Mortgage Corporation, on behalf of the corporation acknowledged the foregoing instrument before me this 1st day of April 2009.

Amy Allen  
Notary Public  
State of New Jersey  
Commission Expires 08/13/2013

  
\_\_\_\_\_  
Notary Public, State of New Jersey

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## TICOR TITLE INSURANCE COMPANY

**ORDER NUMBER:** 2000 000614006 OC

**STREET ADDRESS:** 733 NORTH RIDGELAND AVENUE

**CITY:** OAK PARK

**COUNTY:** COOK COUNTY

**TAX NUMBER:** 16-06-412-015-0000

**LEGAL DESCRIPTION:**

THE SOUTH 39 FEET OF THE NORTH 55 FEET OF LOT 9 IN BLOCK 9 IN HIGGINSON AND AHLDENE'S SUBDIVISION OF LOTS 9, 11 AND 12, (EXCEPT THE 2 ACRES OF SAID LOT 11) IN CIRCUIT COURT PARTITION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office