



WHEN RECORDED MAIL TO:  
Washington Mutual Bank  
Attn: Lien Release Department –  
Subordination Team  
Mail Stop: FL5-7704  
7757 Bayberry Rd.  
Jacksonville, FL 32256

Doc#: 0921249007 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/31/2009 10:52 AM Pg: 1 of 5

Loan Number: 0743365421

SPACE ABOVE FOR RECORDER'S USE ONLY

**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 21st day of May, 2009, by

Eddie L. Cleaves, Jr and Johnnie Miller Cleaves, in Joint Tenancy

owner of the land hereinafter described and hereinafter referred to as "Owner," and

JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank

present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, Eddie L. Cleaves, Jr and Johnnie Miller Cleaves, in Joint Tenancy, as Mortgagor, did execute a Mortgage, to secure a Note in the sum of \$55,000.00, dated January 12, 2007, in favor of Washington Mutual Bank which Mortgage was recorded on January 31, 2007, in Book N/A, Page N/A, Instrument No. 0703117086, of Official Records, in the Office of the County Recorder of Cook County, State of Illinois; and covering:

Lot 10 in the Resubdivision of Lots 29 to 40 inclusive in Block 1 in Boyd and Halls Subdivision of the North 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$162,439.00, dated July 21, 2009, in favor of American Fidelity Mortgage Services, Inc., 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

*Return to*  
Dukane Title Insurance Co  
650 East Roosevelt Road  
Suite 104  
Glen Ellyn, Illinois 60137  
D35160-DK  
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Property of Cook County Clerk's Office

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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, when recorded, constitute a lien or charge upon said 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, it is hereby declared, understood and agreed as follows:

- (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 the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (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 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;

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- (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 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) He 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: 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.

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**BENEFICIARY**

JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank

By: K Burton

Name: Kathleen E Burton

Title: Vice President

**OWNER:**

By: Eddie L. Cleaves Jr.  
Eddie L. Cleaves Jr.

By: Johnnie Miller Cleaves  
Johnnie Miller Cleaves

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

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

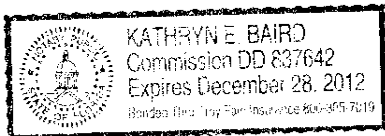
**(SUBORDINATION FORM "A")**

State of Florida )  
County of Duval ) §

I certify that I know or have satisfactory evidence that Kathleen E Burton is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as the Vice President of JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: May 21, 2009

Kathryn E Baird  
Notary Signature



Kathryn E. Baird  
Type or Printed name of Notary Public

My Appointment expires: 12/28/2012

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THE STATE OF ILLINOIS )  
 ) §  
COUNTY OF DUPAGE )

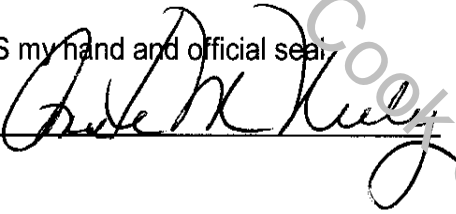
On July 21, 2009 before me, Annette M. Neely,  
(Notary Name and Title)

personally appeared Eddie L. Cleaves Jr. and Johnnie Miller Cleaves

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/it~~ they executed the same in ~~his/her/its~~ their authorized capacity(ies), and that by ~~his/her/its~~ 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



THE STATE OF \_\_\_\_\_ )  
 ) §  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Notary Name )

personally appeared \_\_\_\_\_,

personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument on the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_