

# UNOFFICIAL COPY



This instrument was prepared by:  
NICHOLAS PUGH  
6500 Pinecrest  
Plano, TX 75024  
972-662-4094

Doc#: 0922919042 Fee: \$42.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/17/2009 10:44 AM Pg: 1 of 3

Recordings Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

75825519- SUBORDINATION AGREEMENT Record 2nd  
THIS SUBORDINATION AGREEMENT, made July 15, 2009, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as Mortgage Electronic Registration Systems, Inc.

## WITNESSETH:

THAT WHEREAS Carvin Davis and Sylvia Davis, residing at 10041 S. Hamilton Ave Chicago, IL. 60643, did execute a Mortgage dated 7/21/06 to Mortgage Electronic Registration Systems, Inc. covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 15,000.00 dated 7/21/06 in favor of Mortgage Electronic Registration Systems, Inc., which Mortgage was recorded 8-23-09 as INS# 0623517042

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 245,000.00 dated 7/21/07 in favor of Ally Bank Corp / aka GMAC Bank, here in after 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 Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of Mortgage Electronic Registration Systems, Inc. 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 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:

SP3  
MTE  
E

# UNOFFICIAL COPY

(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 **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc.** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

**Mortgage Electronic Registration Systems, Inc.**

By: *Trina Jackson*  
Trina Jackson

By: *Linda Walton*  
Linda Walton

By: *Kim Johnson*  
Kim Johnson

Title: Vice President

By: *Trina Jackson*  
Trina Jackson

By: *Debra Chieffe*  
Debra Chieffe

By: *Kim Johnson*  
Kim Johnson

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

:  
:ss  
:

COUNTY OF MONTGOMERY



On 7/15/09, before me Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Linda Walton personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and Debra Chieffe personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

*Tamika Scott*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tamika Scott, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Nov. 27, 2010  
Member, Pennsylvania Association of Notaries

# UNOFFICIAL COPY

## Exhibit A

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF SOUTH HOYNE AVENUE NORTH OF THE NORTH LINE OF WEST 101ST STREET, EAST OF THE EAST LINE OF SOUTH HAMILTON AVENUE AND SOUTH OF THE LINE OF WEST 100TH STREET, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 25-07-313-008.

Commonly known as 10041 South Hamilton Avenue Chicago, IL 60643  
However, by showing this address no additional coverage is provided.



\*100834697\*

1481 8/5/2009 75885519/2