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RECORDING REQUESTED BY

~~AND WHEN RECORDED MAY BE~~

ResMAE Mortgage Corporation
7101 College Blvd., Suite 1400
Overland Park, KS 66210

Account #: 1002851647
A.P.N.: 10-09-200-102
Order No.:
Escrow No.: 34123

Space Above This Line 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 30th day of October, 2009, by

Nisar Ahmed and Zishan Nisar and ResMAE Mortgage Corporation respectively, owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about July 17, 2007 to Creditor, covering: See attached legal description.

To secure a note in the sum of \$ 229,500.00, dated July 17, 2007, in favor of Creditor, which mortgage or deed of trust was recorded on July 31, 2007, as Instrument # ~~0721205159~~

0721205159

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum in the amount of \$ 128,205.00, to be dated no later than November 2, 2009, in favor of First Guaranty Mortgage Corporation, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust 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 the mortgage or deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust 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 or deed of trust in favor of the Creditor 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 or deed of trust 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 or deed of trust in favor of the Creditor 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 or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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, except that Lender will pay \$89,559.49 of the proceeds directly to Creditor;
- (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 agreements shall not defeat the subordination herein made in whole or part, except as provided in subsection (a) above;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust 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; and

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

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CONTINUATION OF SUBORDINATION AGREEMENT

- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

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.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

Property of Cook County Clerk's Office

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

By [Signature]
Printed Name Ronda Schrader
Title Vice President

OWNER:

[Signature]
Printed Name NISAR AHMED
Title _____

[Signature]
ZISHAN NISAR

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

STATE OF KANSAS
County of JOHNSON) Ss.

On 11-18-09, before me, Lynette Travis, personally appeared Ronda Schrader, Vice President of Res/MAB Mortgage Corporation, 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 **NOTARY PUBLIC**
STATE OF KANSAS
Lynette Travis
Expiration Date: 2-14-12

[Signature]
Notary Public in said County and State

STATE OF WISCONSIN
County of WAUKESHA) Ss.

On NOVEMBER 13, 2009 before me, ROGER N. PUFAHL, NOTARY PUBLIC personally appeared NISAR AHMED and ZISHAN NISAR 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.

ROGER N. PUFAHL
Notary Public, State of Wisconsin

[Signature]
Notary Public in said County and State

EXPIRES 9-12-2010

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SCHEDULE A

The following Real Estate situated in the County of Cook, State of Illinois, to wit:

PARCEL 1:

The East 54.83 feet of the following described property: Lot 11 (except the South 1.32 feet thereof) and the South 1.41 feet of Lot 10, also that part of Lot "A", lying North of the Easterly extension of the North line of the said South 1.32 feet of Lot 11 and lying South of the Easterly extension of the North line of said South 1.41 feet of Lot 10 (taken as a Tract) in ORCHARD MANOR HIGHLANDS SUBDIVISION of part of the East 5 acres of the West 15 acres of fractional Northeast 1/4 of Section 9, Township 41, Range 13 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of The Registrar of Titles of Cook County, Illinois on August 1, 1956 as Document 1686411.

PARCEL 2:

Easement for ingress and egress appurtenant to and for the use and benefit of Parcel 1 as set forth and defined in the Declaration filed as Document Number LR-1791791, all in Cook County, Illinois.

And being the same property conveyed to Nisar Ahmed and Zishan Nisar, not as Joint Tenants, not as Tenants By The Entirety, but as TENANTS IN COMMON, by Quit Claim Deed from Noman Nisar and Zishan Misar, both unmarried persons, dated July 17, 2007, and recorded July 31, 2007, in Instrument No. 0721205157, Land Records of Cook County, Illinois.

Parcel ID: 10-09-200-102-0000