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Cook County Recorder of Deeds

Doc#: 1002835068 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Date: 01/28/2010 11:53 AM Pg: 1 of 3

Prepared by and return to:

Robin D. Bryant Green Tree Servicing LLC Mortgage Amendments Department 7360 South Kyrene Road T316 Tempe, Arizona 85283

RE: 15076095

Space above this line for recorder's use

### **Subordination Agreement**

This agreement is made on December 16, 2009 by and among GE Money Bank, hereinafter called "Existing Mortgagee", and, Wintrust Aortgage Corporation hereinafter called "New Mortgagee" and Gerald A. Morgan, single, hereinafter called "Owner(s)" (as per original Deed/Mortgage), securing a mortgage covering:

See Attached Legal Description

Commonly known as: 323 156th St, Calumet City, IL 50409

Owner(s) is the owner of a certain parcel of land, situated in the County of Cook, State of Illinois, and of certain buildings and improvements on the parcel [the "Property"]

Owner(s), by an instrument dated July 30, 2007 acknowledges a mortgage lien in favor of GE Money Bank, a Notice of Lien encumbering the Property, securing the payment of \$25,483.25. The Existing Mortgage was filed/recorded on October 15, 2007, in Instrument/Document No. 0728863625 in the Office of the Cook County Recorder, State of Illinois.

Owner has executed, or is about to execute, a mortgage dated 10/08 , Instrument/Document No! in favor of. in Book Wintrust Mortgage Corporation, encumbering the Property, securing the payment not to exceed \* ADD DOCUMENT #100283506" \$178,810.00.

The parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage.

STEWART TITLE COMPANY 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 630-889-4000

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- The Existing Mortgage is subordinated and postponed in lien, payment, and distribution on any judicial or trustee sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the New Mortgage. Foreclosure proceedings on the existing Mortgage, any judicial or trustee sale in connection with proceedings, or any judgment on the bond that the Existing Mortgage secures shall not discharge the lien of the New Mortgage. Providing there is NO CASH BACK TO CUSTOMER.
- This agreement shall be binding on and inured to the benefit of the respective heirs, successors, and assigns of the parties.

(I) signatures must be acknowledged)

Robin D. Bryant

ITS Authorized Agent GE Money Bank

Witness 1

Stephan

Christian Medina

State of Arizona County of Maricopa

oung. On December 16, 2009, before me, Amanda Hernandez, a Notary Public residing in the said County and State, the undersigned Officer, personally appeared Robin D. Bryant who acknowledged himself/herself to be an Authorized Signer of GE Money Bank, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the con many by himself/herself as Robin D. Bryant IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Comm. Expires Aug. 19, 2012 NOTERY PUBLIC - State of Arizona WINDOD ANDUIRAM OFFICIAL SEAL

WITNESS my hand and official seal

Amanda Hernandez, Notary public

My Commission Expires:

Subordination Agreement is null and void if:

Not recorded within 90 days of acknowledgment date, corrections or changes are made or aforementioned subordination conditions are not met.

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# **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

LOTS 11 AND 12 IN BLOCK 28 IN WEST HAMMOND, BEING A SUBDIVISION OF THE NORTH 1896 FEET OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCANNED BY