## **UNOFFICIAL COPY**



After recording please return to:

Fidelity Title Company 4000 Industrial Blvd Aliquippa, PA 15001 Doc#: 1017449027 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/23/2010 02:59 PM Pg: 1 of 4

	[Space Above This Line For Recording Data]	
Parcel # 20-02-217-033-1019		Loan No.: 127297
Abbreviated Local UNIT 1019	3N IN ELLINGTON PLACE CONDOMINIUM	

#### 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.

The Undersigned subordinator and owner agree as follows:

- 1. BOEING EMPLOYEES' CREDIT UNION referred to herein as "subordinator", is the owner and holder of a mortgage dated August 1, 2006 which is recorded in volume of Mortgages, page , under auditor's file no. 0625002228 records of Cook County.
- 2. BOEING EMPLOYEES' CREDIT UNION referred to herein a "lender" is the owner and holder of the mortgage dated June 8, 2010 executed by Tamara Koberts (which is recorded in volume CONCUMENT WITH of Mortgages, page under auditor's file no. records of Cook County) (which is to be recorded concurrently herewith.)
- 3. **Tamara Roberts** referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- 4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his/her mortgage, identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and 2% advances or charges made or accruing thereunder, including any extension or renewal thereof.
- 5. "Subordinator" acknowledges that, prior to the execution hereof, he/she has had the opportunity to examine the terms of "lenders" mortgage, note, and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lenders" mortgage, funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note, or agreements shall not defeat the subordination herein made in whole or in part.

Subordination Agreement Boeing Employees' Credit Union BECU 4316 07/2003 BECU4316 03/04 Rev. 10/09 BECUMORT-SUBR-127297

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- 3. "Subordinator" acknowledges that, prior to the execution hereof, he/she has had the opportunity to examine the terms of "lenders" mortgage, note, and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lenders" mortgage, funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note, or agreements shall not defeat the subordination herein made in whole or in part.
- 4. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 5. This agreement shall be the whole and only agreement between the parties hereto 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 any prior agreements as to such, or any, 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 a mortgage or mortgages to be thereafter execute.
- 6. The heirs, administrators, assigns, and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to confirm to undersigned.

Executed this: 6/11/2010

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROFERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT; PRIOR TO THE EXECUTION OF THIS SUBORIDATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH ACSPECT THERETO.

+ Tamasa Lohetts	- 13 C/O
BOEING EMPLOYEES' CREDIT UNION  Ocept  Debra J. Toepfer  Production Manager	
[Acknowledgment.	s on Following Page]————————————————————————————————————

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State of Washington:	
County of King: } ss:	
On USID before me the underscommissioned and sworn, personally appeared name is subscribed to the within instrument and	signed, a Notary Public in and for the State of Washington, duly Debra J. Toepfer, personally known to me to be the person whose d acknowledged to me that she executed the same in her authorized ment the person or the entity upon behalf of which the person acted,
ANNETTE M. JONES NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES 10-12-13 (Seal)	Notary Public in and for the State of Washington Residing in Tukwila, Washington  My Commission Expires: October 12, 2013
Ora	My Commission Expires: October 12, 2013
the person(s) whose name is subscribed to the wi	fore me, CLARENCE JOHNSON, personally to me (o pro ed to me on the basis of satisfactory evidence) to be thin instrument and acknowledged to me that he/she/they executed it that by his/bc//their signature on the instrument the person(s) or d, executed the instrument.
	Clovery Som son  Notary Public in and for the State of TLL/NO/S  Residing in COOK COUPTY.
(Seal)	My Commission Expires: $\frac{12}{16} \frac{1}{2013}$
OFFICIAL SEAL CLARENCE JOHNSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/16/13	My Commission Expires: $12/(6/20)$ ?

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### **UNOFFICIAL COPY**

### Exhibit "A" **Legal Description**

ALL THAT CERTAIN CONDOMINIUM SITUATE IN COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

UNIT 1019 3N IN ELLINGTON PLACE CONDOMINIUM, AS DELINEATED AS A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 264N PERRY H. SMITHS SUBDIVISION OF BLOCK 7 IN THE SUBDIVISION BY THE EXECUTORS OF E.K. HUBBARD, DECEASED, OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ELLINGTON PLACE CONDOMINIUM RECORDED AS DOCUMENT NO. 0011122428, RECCRDED 11/29/2001, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENT PARKING SPACE P-15.

BY FEE SIMPLE DEED TO TAMARA N. ROBERTS, SINGLE, FROM INGRID DAMACELA, SINGLE AS SET FORTH IN DOC # 0625002226 DA TED 08/08/2006 AND RECORDED 09/07/2006, COOK COUNTY RECORDS. STATE OF ILLINOIS.

3N, COLINATION COLINAT COMMONLY KNOWN AS 1019 E. 46th St. Apt 3N, Chicago, IL 60653.

Tax ID: 20-02-317-033-1019