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1227946026

Doc#: 1227946026 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/05/2012 10:12 AM Pg: 1 of 3

RECORD AND RETURN TO:
Home Equity Services
1 Mortgage Way
Mt. Laurel, NJ 08054
Attn: Lori Butler - Mailstop DC
Prepared by: Ashton Fleming
Loan No.: 0029928686

INT 5300182

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 25th day of September, 2012, by PHH Mortgage Corporation, 1 Mortgage Way, PO Box 5449, Mt. Laurel, New Jersey 08054, ("Subordinating Party"), in favor of Merrill Lynch Home Loans, its successors and/or assigns as their respective interests may appear ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated February 7, 2005 in the amount of \$25,000.00, executed by Connie Loretta Lindsey, individually and as trustee of the Connie Loretta Lindsey Trust, created on March 07, 2001 for the benefit of Connie Loretta Lindsey, ("Borrower") which term includes all parties executing such instrument in favor of PHH Mortgage Corporation, and recorded on February 28, 2005, as Doc No. 0505917078 in the official public records of Cook County, State of Illinois (the "Subordinate Security Instrument"), which encumbers the following described real property:

SEE ATTACHED "LEGAL DESCRIPTION"

hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount of \$222,500.00 (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

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FIDELITY NATIONAL TITLE

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Loan No.: 0029928686

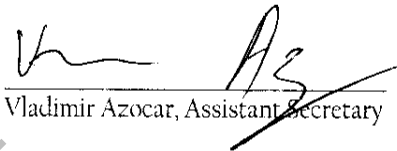
1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

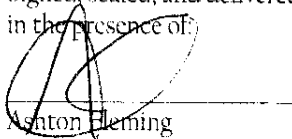
3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

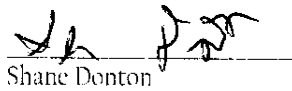
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

By: PHH Mortgage Corporation, Authorized Agent,


Vladimir Azocar, Assistant Secretary

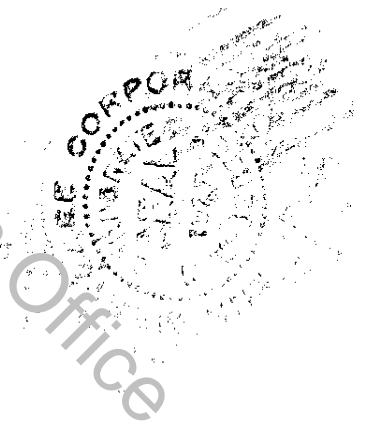
Signed, sealed, and delivered
in the presence of:


Anton Fleming

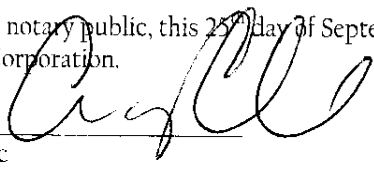

Shane Danton

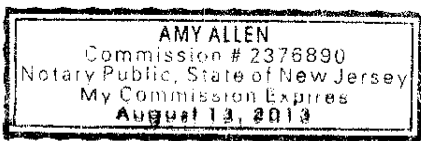
STATE OF NJ
COUNTY OF Berlin

Corporate Seal



The foregoing instrument was acknowledged before me, a notary public, this 25th day of September, 2012, by Vladimir Azocar, who is Assistant Secretary of PHH Mortgage Corporation.


Notary Public





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FIDELITY NATIONAL TITLE INSURANCE COMPANY

203 N. LASALLE ST., SUITE 2200, CHICAGO, ILLINOIS 60601

PHONE: (312) 621-5000

FAX: (312) 621-5033

ORDER NUMBER: 2011 053006682 USC
STREET ADDRESS: 1521A SOUTH INDIANA AVENUE

CITY: CHICAGO
TAX NUMBER: 17-20-109-138-1040

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

PARCEL 1: UNIT H-56 IN THE HARBOR SQUARE AT BURNHAM PLACE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: A PORTION OF LOT 1 IN CENTRAL STATION RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SUB VERY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 19, 1993 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 935573112, AS AMENDED FROM TIME TO TIME AND THE FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 16, 1993 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 93933177; AND THE SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED JULY 13, 1994, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 94611645; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

PARCEL 2: PERPETUAL NON-EXCLUSIVE EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AND 2 FOR INGRESS AND EGRESS IN, TO OVER AND ACROSS LOTS 2,3 AND 77 AS CREATED AND SET OUT IN THE PLAT OF RESUBDIVISION RECORDED AS DOCUMENT NUMBER 93064835 AND AS FURTHER CREATED BY TRUSTEE'S DEED DATED JANUARY 25, 1995 AS DOCUMENT NUMBER 93107422 IN COOK COUNTY, ILLINOIS.