

America's Servicing Company  
Attn: Beam X3802-03A  
8480 Stagecoach Circle  
Frederick, MD 21701

1210997

**Subordination Agreement**

MIN 1001944 5000185598 1

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of November 2012 by Mortgage Electronic Registration Systems, Inc. whose address is 1901 East Voorhees Street, Suite C, Danville, IL 61834 (hereinafter referred to as "Beneficiary") in favor of Guaranteed Rate, Inc. and its successors and assigns (hereinafter referred to as Lender)

**WITNESSETH**

WHEREAS, Mortgage Electronic Registration Systems, Inc. (MERS) as nominee to Freemont Investment & Loan, its successors and assigns did loan Brett Rooks and Theadora Rooks ("Borrower") the sum of \$65,000.00 which loan is evidenced by a promissory note dated November 18, 2005 executed by Borrower in favor of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee to Freemont Investment & Loan, its successors and assigns and is secured by a Deed of Trust/Mortgage even date therewith (the "Second Loan") covering the property described therein and recorded as Instrument/Document Number 053473202 Liber/Book n/a Page n/a in the Cook County, State of Illinois and,

WHEREAS, Borrower has requested that Lender lend to it the sum of \$248,174.00 (the "loan"), such loan to be evidenced by the promissory note dated Dec. 26, 2012 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage and *\*recorded as doc #1300808359*

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.

**Ravenswood Title Company LLC**  
319 W. Ontario Street  
Suite 2N-A  
Chicago, IL 60654

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2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it 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 by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.

4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This Subordination Agreement shall become invalid in the event that the new first loan amount exceeds \$248,174.00.

Beneficiary: Mortgage Electronic Registration Systems, Inc.

BY: Ralph L. Hall  
Ralph L. Hall

TITLE: Vice President

State of Maryland

County of Frederick

I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Ralph L. Hall whose name as Vice President of Mortgage Electronic Registration Systems, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s) he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 15th day of November 2012.



Sonia Beam  
Notary Public Sonia Beam

My Commission Expires: Sept. 12, 2014

# UNOFFICIAL COPY

## EXHIBIT A

LOT 33 IN BLOCK 2, IN KENT'S SUBDIVISION OF BLOCKS 2 AND 3 IN GREENDALE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-17-310-008-0000

Property of Cook County Clerk's Office