

Recording Requested By:

LSI
700 Cherrington Pl. Wy.
Coraopolis, PA 15108

When Recorded Mail To:

MERS, Inc., as nominee for GMAC Mortgage
Corporation, a Pennsylvania Corporation
8742 Lucent Blvd., Suite 300
Highlands Ranch, CO 80129

Title Order No. 15662126
MIN # 1000697-8250989366-4
MERS # ~~1-866-220-0021~~
679 6377

APN#: 18024081010000

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 Xinuan 26, 201³, by ANDREW J. BUTTA and DEBRA A. MOLINARO, Owners of the land hereinafter described and hereinafter referred to as "Owners", and MERS, INC., as nominee for GMAC Mortgage Corporation, a Pennsylvania Corporation, present owners and holders of mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS ANDREW J. BUTTA and DEBRA A. MOLINARO did execute a mortgage, dated 08/12/2005, covering real property at 8145 44th Court, Lyons, IL, 60534.

THAT PART OF LOTS 148, 149, 150 AND 151 (TAKEN AS A TRACT) IN E.A. CUMMING'S SUBDIVISION OF THE SOUTH 30 ACRES (EXCEPT THE SOUTH 99 FEET OF THE EAST 220 FEET THEREOF) OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 20.03 FEET; THENCE NORTH ALONG THE WEST FACE OF A THREE STORY BRICK BUILDING AND ITS SOUTHERLY EXTENSION THEREOF 67.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE 34.66 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE EAST ALONG A NORTH BUILDING FACE 12.90 FEET TO A BUILDING CORNER; THENCE SOUTH ALONG AN EAST BUILDING FACE 5.35 FEET; THENCE EAST ALONG A

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NORTH FACE OF SAID BUILDING ITS WESTERLY EXTENSION THEREOF 27.17 FEET TO AN INTERSECTION WITH A NORTH-SOUTH PARTY WALL; THENCE SOUTH ALONG SAID PARTY WALL 39.33 FEET TO A SOUTH BUILDING FACE; THENCE WEST ALONG SAID SOUTH BUILDING FACE, SAID SOUTH BUILDING FACE ALSO BEING COMMON TO AN EAST-WEST PARTY WALL AND ITS EASTERLY EXTENSION THEREOF, 40.07 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Assessor's Parcel No: 18024081010000

to secure a note in the original sum of \$31,800.00 dated 08/12/2005, originally in favor of MERS, INC., as nominee for GMAC Mortgage Corporation, a Pennsylvania Corporation, which the original mortgage was recorded on 10/17/2005, as Instrument No. 0529032058; all of Official Records of said county; and WHEREAS, Owners have executed, or are about to execute, a mortgage and note in the sum not to exceed \$208,200.00 (Loan # 000688078065) dated on or about March 4, 2013, in favor of ALLY BANK, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is ~~to be recorded concurrently herewith and~~ as Document # 1309157424 on 4/1/13

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

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

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is prior and superior to the lien or charge of the mortgage first 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:

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement 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, but only insofar as would affect the priority between the mortgage hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

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

MERS, INC., as nominee for GMAC
Mortgage Corporation, a Pennsylvania Corporation

By: [Signature]

Its: Susan Miller ^{Beneficiary} Assistant Secretary

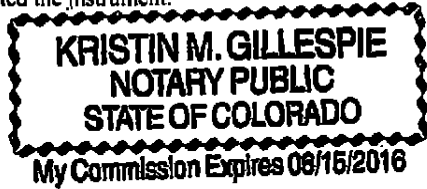
STATE OF Colorado

COUNTY OF Dwight

On January 26, 2013 before me, Kristin Gillespie personally appeared Susan Miller its Assistant Secretary of MERS, INC., as nominee for GMAC Mortgage Corporation, a Pennsylvania Corporation, who 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 entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Kristin M. Gillespie



No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantors/Grantee and/or their agents, no boundary survey was made at the time of this conveyance.

Clerk's Office