

**MORTGAGE SUBORDINATION AGREEMENT**

MIN 100052550144063905

This Mortgage Subordination Agreement ("Agreement") is made as of 31 October, 2012 between Mortgage Electronic Registration Systems, Inc. ("MERS"), whose address is PO Box 2026, Flint, MI 48501-2026, acting solely as nominee for Morale Home Mortgage LLCC, ("Lender") whose address is 12413 S Harlem SW, 1<sup>st</sup> FL, Proles Heights, IL 60463 (collectively, the "Subordinating Mortgagee") and Flagstar Bank, FSB, whose address is 515 Corporate Drive, Troy, MI 48098-2639 (the "Bank").

The Subordinating Mortgagee holds a real estate mortgage executed by Eric E. Whitmore, and Carrie A. Whitmore, husband and wife (the "Borrower") on the 7<sup>th</sup> day of May, 2007, and recorded 06/19/2007 as instrument No. 0717011125, in the office of the Register of Deeds of Cook County, State of Illinois (the "Subordinated Mortgage"), encumbering the land described in Exhibit A, (the "Premises").

The Subordinated Mortgage secures indebtedness of Borrower to the Subordinating Mortgagee and advances that the Subordinating Mortgagee may make to Borrower after the date of this Agreement and other obligations of Borrower to the Subordinating Mortgagee that may arise after the date of this Agreement (collectively, with all extensions, renewals, modifications, and amendments, plus all accrued interest, (the "Subordinating Mortgagee's Debt").

The Bank wishes to make a loan to Borrower in the amount of \$149,000.00. The loan together with all accruing interest on the loan is hereinafter referred to as the "Bank Debt". The Bank Debt is to be secured by a mortgage encumbering said Premises (the "Bank's Mortgage").


Whereas, the Bank is unwilling to make such loan to Borrower without the Subordinated Mortgage being subordinated to the Bank's Mortgage, the Bank has asked the Subordinating Mortgagee to execute this Agreement to subordinate the lien of the Subordinated Mortgage on the Premises as to the Subordinating Mortgagee's Debt to the lien of the Bank's Mortgage on the Premises as to the Bank Debt. The Subordinating Mortgagee is willing to do so, subject to the terms and conditions of this Agreement.

Therefore, the parties agree as follows;

1. The Subordinating Mortgagee subordinates the lien of the Subordinated Mortgage on the Premises as to the Subordinating Mortgagee's Debt to the lien of the Bank's Mortgage on the Premises as to the Bank Debt in the principal amount of \$149,000.00 only.
2. The person signing this Agreement on behalf of the Subordinating Mortgagee, warrants to the Bank that he or she has the authority to do so on behalf of the Subordinating Mortgagee.
3. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and assigns.

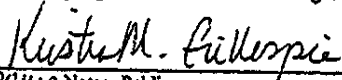
Executed as of the date first written above.

Subordinating Mortgagee  
Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Morale Home Mortgage LLCC

  
By: DAWN B. JOHNSON  
Its: ASSISTANT SECRETARY

STATE of COLORADO  
) SS  
COUNTY of DOUGLAS

The foregoing instrument was acknowledged before me on OCTOBER 31, 2012, by DAWN B. JOHNSON, on behalf of

  
Kristin M. Gillespie  
Notary Public  
DOUGLAS County, State of COLORADO  
Acting in DOUGLAS County  
My commission expires: 6/15/16

**KRISTIN M. GILLESPIE**  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 06/15/2016

Prepared by:

Return to:

# UNOFFICIAL COPY

**AFFIDAVIT FOR CERTIFICATION BY PARTY  
NOT AN ORIGINAL DOCUMENT  
(55 ILCS 5/3-5013)**

#46921724

#4135834

STATE OF Florida }  
 } ss.  
Levy COUNTY }

I, (print name) Andrew Felix being duly sworn, state that I  
have access to the copies of the attached document(s) (state type(s) of  
document(s)) Mortgage Subordination Agreement

as executed by (name(s) of party(ies)) Dawn B. Johnson for Morale Home  
Mortgage LLC

My relationship to the document is (ex. - Title Company, agent, attorney)  
Title Company

I state under oath that the original of this document is lost, or not in possession of  
the party needing to record the same. To the best of my knowledge the original  
document was not intentionally destroyed or in any manner disposed of for the  
purpose of introducing a copy thereof in place of the original.

Affiant has personal knowledge that the forgoing statements are true.

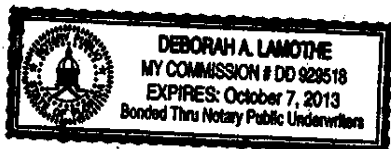
A. Felix  
Signature

5-7-13  
Date

Subscribed and sworn to before me this 7th day  
of May, 2013

Deborah A. Lamotte  
Notary Public

SEAL




# UNOFFICIAL COPY

## EXHIBIT 'A'

File No.: **99114135834 ()**


**THE NORTH 1/2 OF LOT 30 AND ALL OF LOT 31 IN BLOCK 2 IN CAIN'S ADDITION TO EVERGREEN PARK, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**A.P.N. 24-01-309-010-0000**


**WHITMORE**  
**46925424**

**3** IL

**FIRST AMERICAN ELS**  
**SUBORDINATION AGREEMENT**



Property of Cook County Clerk's Office