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Doc#: 1321047048 Fee: \$66.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 07/29/2013 10:52 AM Pg: 1 of 3

13BARA7992

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SUBORDINATION AGREEMENT Or Coot County Clert's Office

PLEASE RETURN TO: BARRISTER TITLE 15000 SO. CICERO AVE. OAK FOREST, IL 60452

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MIN: 100162500047200044

SUBORDINATION AGREEMENT

This Agreement made this June 24, 2013 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HOMESTART MORTGAGE CORP., its successors and assigns, whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and WELLS FARGO BANK, N.A. (hereinafter called "New Lender").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of \$54,600.00 executed by JOHN GINGERICH AND VILAYPHONE, HUSBAND AND WIFE AS JOINT TENANTS, dated 08/23/2005, recorded 09/22/2005, in DOCUMENT #0526519076 in COOK County Records, State of ILLINOIS, and covering the property described as follows:

Legal Description

LOT 27 IN CROSS CREEK LANDING, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCURDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1993 AS DOCUMENT NUMBER 93632987, IN COOK COUNTY, ILLINOIS.

Commonly known as: 41 HUMMINGERYD LANE, STREAMWOOD, ILLINOIS 60107

WHEREAS, JOHN GINGERICH AND VILAYPHONE GINGERICH have applied to New Lender for a loan in an amount not to exceed \$122,500.00, which is to be secured by a mortgage (hereinafter called "New Mortgage") covering the above described property.

WHEREAS, it is hereby agreed that the lien of the Morigage shell be subordinate to the lien of the New Mortgage.

Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

- 1. Mortgagee hereby waives the priority of the lien of the Mortgage in favor of the lien of the New Mortgage and covenants and agrees that the Mortgage is and shall be subject and subordinate to the lien of the New Mortgage.
- 2. Mortgagee represents and warrants that it has not assigned or transferred the Mortgage, for collateral purposes or otherwise.
- 3. This Agreement shall be binding upon and shall insure to the benefit of the Mortgagee and the New Lender and their respective heirs, legal representatives, successors and assigns.

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Mortgage Electronic Registration Systems, Inc.

Donna Wilson

Its: Assistant Secretary

STATE OF OHIO

) SS

COUNTY OF CUYAHOGA)

BEFORE ME, the indersigned, a Notary Public, in and for said County and State on this June 24, 2013, personally appeared Donna Wilson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Assistant Secretary and acknowledged to me that he/she executed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Sandra Osborne Notary Public

Cryahoga County, Ohio

Commission Expires: December 19, 2017

Received in Cuyahoga County



SAND: A CABORNE
Notary Public State of Ohio
My Commission Expir is Cac. 19, 2017
Recorded in Cuyahoga County