

8002519080

**WHEN RECORDED MAIL TO:**

**Ocwen Loan Servicing, LLC**

3451 Hammond Ave.

Waterloo IA 50702

Prepared by: Michelle-ann Thompson

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT** made November 13, 2013, Mortgage holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **GMAC Mortgage, LLC fka GMAC Mortgage Corporation**

**WITNESS ETH:**

**THAT WHEREAS Marie Handschiegel, residing at 1138 REGENCY COURT, SCHAUMBURG, IL 60193, did execute a Mortgage dated January 31, 2001 to Woodfield Planning Corporation, covering:**

**SEE ATTACHED**

To Secure a Note in the sum of \$14,500.00 dated January 31, 2001 in favor of **GMAC Mortgage, LLC fka GMAC Mortgage Corporation**, which Mortgage was recorded March 12, 2001 as Instrument No. 0010192465, Book 9722, Page 0103, County of **COOK**.

**WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (Not to exceed) \$95,327.00 dated 11/22/2013 in favor of Green Tree Servicing, LLC, 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 12/4/2013 as document 133385701**

**WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of GMAC Mortgage, LLC fka GMAC Mortgage Corporation 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 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:**

8002519080 Marie Handschiegel

# UNOFFICIAL COPY

(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **GMAC Mortgage, LLC fka GMAC Mortgage Corporation** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **GMAC Mortgage, LLC fka GMAC Mortgage Corporation**, mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **GMAC Mortgage, LLC fka GMAC Mortgage Corporation**, mortgage and lien except for the subordination as aforesaid.

### GMAC Mortgage, LLC fka GMAC Mortgage Corporation

By: *Kristi M. Caya*  
Kristi M. Caya

Title: Authorized Signor

Attest: *Lynette Uhlenhopp*  
Lynette Uhlenhopp

Title: Authorized Signor

STATE OF IOWA

COUNTY OF BLACK HAWK

ss:

On November 13, 2013, before me Jeff Uden, a notary public in and for the said county, personally appeared Kristi M. Caya known to me to be an Authorized Signor of **GMAC Mortgage, LLC fka GMAC Mortgage Corporation** and Lynette Uhlenhopp known to me to be an Authorized Signor of **GMAC Mortgage, LLC fka GMAC Mortgage Corporation**, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.

*Jeff Uden*  
Jeff Uden  
Notary Public



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Order No.: 17562762  
Loan No.: 000626104657

## Exhibit A

The following described property:

That part of Lot 16 in Wellington Court, being a Subdivision of part of the West Half of the Northwest Quarter of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof Recorded December 29, 1988 as Document No. 88598270 described as follows: Commencing at the Southwest corner of said Lot 16; thence North 01 degrees 00 minutes 00 seconds East along the West line of said Lot 16 a distance of 22.80 feet for a place of beginning; thence continuing North 01 degrees 00 minutes 00 seconds East along the West line of said Lot 16 a distance of 17.26 feet, thence North 81 degrees 00 minutes 00 seconds East 138.28 feet to a point on a curve, being the Easterly line of said Lot 16; thence Southerly along the arc of a curve, being the Easterly line of Lot 16; being concave to the West, having a radius of 205.00 feet having a chord bearing of South 0 degrees 30 minutes 00 seconds East for a distance of 3.58 feet to a point of tangency on the Easterly line of said Lot 16, thence South 01 degrees 00 minutes 00 seconds West along the Easterly line of said Lot 16 a distance of 13.68 feet; thence South 81 degrees 00 minutes 00 seconds West 138.81 feet to the place of beginning of said parcel of land herein described contains 0.048 acres, more or less, in Cook County, Illinois.

Assessor's Parcel No: 07-33-104-145