

**MULTISTAGE SUBORDINATION, and if applicable, MODIFICATION AGREEMENT
(With Optional Appointment of Substitute Trustee, if necessary)**

8896506

When Recorded Mail To:
WACHOVIA BANK, N.A.
Attn: Consumer Credit Operations
P.O. Box 50010
Roanoke, VA 24022

This instrument prepared by: **WACHOVIA MORTGAGE CORPORATION**

APN: 17-10-108-033-1101

Effective Date: December 26, 2007

Borrower: AARON SINNER and ANDREA RIZZO

New Lender: Wachovia Mortgage Corporation

Subordinating Lender: WACHOVIA BANK, N.A.

Trustee (If Applicable): _____

Property Address: 130 S. CANAL STREET #523
CHICAGO, IL 60606-3915

THIS AGREEMENT (this "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, the Trustee (if any, including any substitute trustee appointed pursuant to Section C. of this Agreement) and the New Lender named above.

1. One or more of the person(s) named above as a Borrower own(s) the real property located at the above Property Address (the "Property").

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2. The Subordinating Lender and the Trustee(s) (if any) have an interest in the Property by virtue of a mortgage, deed of trust or security deed (the "Existing Security Instrument") given by Borrower, which is dated the 18 day of September, 2007 and was filed as Instrument No. _____ in Document No. 0728415036 at pages _____, et seq. of the public records of COOK County, IL.

3. The Existing Security Instrument secures repayment of a loan or line of credit in the original (or maximum) principal amount of \$ _____ (the "Existing Debt") extended to Borrower by Subordinating Lender.

4. The New Lender has agreed to make a new loan in the original principal amount of \$ 336,000.00 (the "New Loan") to the Borrower, provided that the New Loan is secured by a first lien mortgage, deed of trust or security deed on the Property (the "New Security Instrument") in favor of the New Lender.

5. The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument.

NORTH CAROLINA LOANS ONLY:

6. The New Loan will have a maximum principal amount of \$ _____ (not including advances which the New Lender may make on Borrower's behalf to protect the property or the lien of the New Security Instrument) and a maximum interest rate of _____ % per annum.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

A. AGREEMENT TO SUBORDINATE

1. **Subordination.** Subordinating Lender and Trustee(s) (if any) hereby subordinate to the lien of the New Security Instrument the lien of the Existing Security Instrument, including all modifications, extensions and renewals of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

2. **Other Documents.** Subordinating Lender and Trustee(s) (if any) will deliver to New Lender such estoppel letters, status reports or verifications of this Agreement as New Lender may reasonably request.

B. AGREEMENT TO REDUCE CREDIT LIMIT

If this box is checked, the Subordinating Lender's and (if any) the Trustee(s)' agreement to subordinate the lien of the Existing Security Instrument is conditioned on a reduction of the maximum credit limit on Borrower's revolving line of credit account to a maximum at any one time of \$ _____. By signing this Agreement below, each Borrower who signed the credit agreement for the account agrees to this change.

C. APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, the Security Instrument referred to in Section A. of this Agreement is a Deed of Trust (the "Deed of Trust") which names _____ ("Original Trustee(s)") as Trustee(s) and Subordinating Lender as beneficiary; and

WHEREAS, the Deed of Trust provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustees by an instrument recorded among the appropriate land records; and

WHEREAS, it is the desire of the Subordinating Lender to appoint a substitute trustee in the place and stead of the Original Trustee(s).

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NOW, THEREFORE, Subordinating Lender hereby removes the Original Trustee(s) as Trustee(s) and designates and appoints _____ having an address at _____ as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee(s) under the Deed of Trust.

D. GENERAL TERMS AND CONDITIONS

1. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

2. **Nonwaiver.** This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee under the New Security Instrument or related loan documents shall affect this Agreement.

3. **Severability.** The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

4. **Applicable Law.** It is agreed that the laws of the state in which the Property is located, applied without regard to general conflicts of laws principles, shall govern the construction and interpretation of this Agreement and the rights and obligations set out herein.

E. SIGNATURES AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the Subordinating Lender, through its authorized officer and, if applicable (i) the Trustee(s) (if any), individually or through its authorized officer or other representative, and (ii) if applicable, the Borrower, have each set their hand and seal as of the Effective Date above.

ATTEST:

Tracy Watkins
(Corporate Seal) Assistant Secretary

SUBORDINATING LENDER
WACHUVA BANK N. A.

By: Teanna Stewart
Assistant Vice President



TRUSTEE

Print Name:

By: _____

Title: _____

BORROWER

AARON SINNER

ANDREA RIZZO

[ACKNOWLEDGMENT PAGE FOLLOWS]

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SUBORDINATING LENDER'S ACKNOWLEDGMENT

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State North Carolina
of _____
County of New Hanover

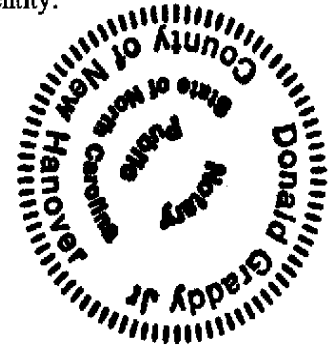
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of December, 2007 by Jeanine Stuart, as Assistant Vice President of Wachovia Mortgage Corporation, on behalf of said Subordinating Lender pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath: [Signature]

Printed Name of Person Administering Oath: DONALD GRADY JR

Title: Notary Public

(If Applicable) My Commission Expires: May 15, 2012



TRUSTEE'S ACKNOWLEDGMENT

_____ of _____
County of _____

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this _____ day of _____, _____, by _____, as _____ of _____, on behalf of said Trustee pursuant to authority granted by Trustee's board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath: _____

Printed Name of Person Administering Oath: _____

Title: _____

(If Applicable) My Commission Expires: _____

BORROWER'S ACKNOWLEDGMENT

(Required ONLY If Section B. Above Has Been Completed)

_____ of _____
County of _____

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this _____ day of _____, _____, by _____, the Borrower(s) named above. S/he/they is (are) personally known to me or has (have) produced satisfactory proof of his/her/their identity.

Signature of Person Administering Oath: _____

Printed Name of Person Administering Oath: _____

Title: _____

(If Applicable) My Commission Expires: _____

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EXHIBIT "A"

THE REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS

PARCEL 1: UNIT 523 IN THE METROPOLITAN PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE (EXCLUSIVE) RIGHT TO THE USE OF PARKING 87 AND 105, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 99214670.

PARCEL 3: NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 99214669 OVER, UPON AND UNDER PREMISES DESCRIBED THEREIN.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 17-16-108-033-1101; SOURCE OF TITLE IS DOCUMENT NO. 0423333116 (RECORDED 08/20/04)