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SUBORDINATION AGREEMENT

Doc#: 1004755052 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/16/2010 03:03 PM Pg: 1 of 5

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Name: Wachovia Mortgage, FSB
Address: 4101 Wiseman Blvd
City/State/Zip: San Antonio, TX 78251

Space above this line for Recorder's use

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 is made this 18th day of December, 2009, by Bank of America, NA ("Lender") and Wachovia Mortgage, FSB, it's successors and/or assignees, ("Creditor"). References in this Subordination Agreement to "security instrument" shall mean deed of trust, mortgage or security deed as applicable.

WITNESSETH

THAT WHEREAS, David J Rhorer and Donna L Rhorer("Owner") did execute a security instrument, dated September 21, 2006, to World Savings Bank, FSB, it's successors and/or assignees, (the "Junior Security Instrument") covering:

See Attached Exhibit A

(the "Property") to secure a note in the sum of \$70,000.00, in favor of Creditor, or its predecessors in interest, which security instrument was recorded on October 3, 2006 in book Document #0627621027 page , Official Records of Cook county, Illinois(state); and

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WHEREAS, Owner has executed, or is about to execute, a security instrument covering the Property (the "Senior Security Instrument") and a note in the sum of \$154,969.00, dated (the "Senior Loan") in favor of Lender, payable with interest and upon the terms and conditions described therein, which security instrument is ~~to be~~ recorded ~~concurrently herewith~~, and *on 1-21-10 as doc # 1002149019*

WHEREAS, it is a condition precedent to Lender making the Senior Loan that the lien of the Senior Instrument shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien of the Junior Security Instrument; and

WHEREAS, Lender is willing to make the Senior Loan provided that Creditor will specifically and unconditionally subordinate the lien of the Junior Security Instrument to the lien of the Senior Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make the Senior Loan to Owner; and Creditor is willing that the lien of the Senior Security Instrument shall, when recorded, constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Junior Security Instrument.

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 Senior Loan, Creditor hereby declares, and agrees as follows:

- (1) Notwithstanding the order or time of attachment or the order of time of recording of any document, and notwithstanding any conflicting terms that may be in the Creditor's documents, the Creditor's lien on the Property as created by the Junior Security Instrument is and shall be in all respects subject to and subordinate to the Lender's lien in the Property created by the Senior Security Instrument.
- (2) That Lender would not make the Senior Loan without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the Creditor's lien in the Property to the Lender's lien in the Property and shall supersede and cancel any prior agreements as to such subordinations including, but not limited to, those provisions, if any, contained in the Junior Security Instrument providing for the subordination of the Creditor's lien on the Property to any other lien or encumbrance.

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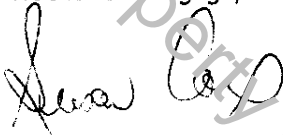
Creditor declares, agrees and acknowledges that

- (a) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of its lien on the Property in favor of the Lender's lien on the Property and understands that in reliance upon, and in consideration of, this subordination, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for the Lender's reliance upon this waiver, relinquishment and subordination.

Creditor

Lender

Wachovia Mortgage, FSB



Its: Assistant Vice President

Its:

By: Susan Cox

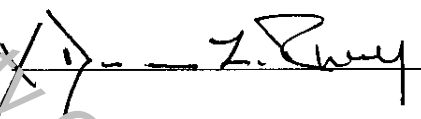
By:

Acknowledged and agreed:

Owner:



Owner:



(ATTACH NOTARY ACKNOWLEDGEMENT)

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ACKNOWLEDGMENT

State of Virginia
County of Roanoke

On 12-21-09 before me, Julia Hill
(Notary Public name)

Personally appeared Susan Cox

as A.V.P. who proved to me on

the basis of satisfactory evidence to be the person(s) whose names 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 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Notary Public

(Seal)



Embossed Hereon is My Commonwealth of VA
Notary Public - County of Roanoke
My commission expires 7/31/2013
Notary ID # 867526

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ACQUEST TITLE SERVICES, LLC

2700 West Higgins Road, Suite 110, Hoffman Estates, IL, 60169

AS AGENT FOR

Lawyers Title Insurance Corporation

Commitment Number: 2009110094

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Lot 4227 in Elk Grove Village Section 14, being a subdivision in the South 1/2 of Section 32, Township 41 North, Range 14, East of the third principal meridian, according to the plat thereof recorded in the office of the recorder of deeds on October 21, 1965 as document 16925181, in Cook County, Illinois.

PIN: 08-32-410-032

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:

107 Parkchester Road
Elk Grove Village, IL 60007