

# UNOFFICIAL COPY



Doc#: 1007105046 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/12/2010 10:08 AM Pg: 1 of 5

Property of Cook County Clerk's Office

FIRST AMENDED TITLE

ORDER # 2025401

*Prepared by [Signature]*

## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.  
P.O. BOX 10268  
VAN NUYS CALIFORNIA 91410-0268

LOAN #: 140289860  
ESCROW/CLOSING#: 218915410

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.

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twentieth day of February, 2010, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans Inc, dba America's Wholesale Lender ("Subordinated Lienholder")**, with a place of business at **P.O. BOX 2028, FLINT, MI 48501-2028**.

WHEREAS, DRAGICA MARIC executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$36800.00 dated 06/29/2006, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0627926082, in the records of COOK County, State of IL, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 1550 SANDPEBBLE DRIVE 307, WHEELING, IL 60090 and further described on Exhibit "A," attached.

*C.F.*

# UNOFFICIAL COPY

WHEREAS, DRAGICA MARIC ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$137245.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of COOK County, State of IL as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration 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:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

AS RECORDED CONCURRENTLY HEREWITH

# UNOFFICIAL COPY

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans Inc, dba America's Wholesale Lender

  
\_\_\_\_\_  
**Mark Schulenburg, Assistant Vice President**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

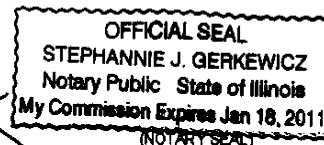
## ALL PURPOSE ACKNOWLEDGMENT

STATE OF Illinois }  
COUNTY OF Deane }

On 02/20/2010 before me, Stephanie J. Gerkevicz (Notary) personally appeared **Mark Schulenburg, Assistant Vice President**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans Inc, dba America's Wholesale Lender personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to in 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



### ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type Subordination  
Number of Pages 4 Date of Document 2/2/10  
Signer(s) Other Than Named Above NONE

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: PARCEL 1:

UNIT NUMBER 307 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PARTS OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 2ND DAY OF MAY 1974, AS DOCUMENT NUMBER LR2750725 AS AMENDED FROM TIME TO TIME:

AN UNDIVIDED PERCENTAGE INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 1, IN "SANDPEBBLE WALK" BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 IN "SANDPEBBLE WALK", THENCE NORTH 00 DEGREES, 04 MINUTES, 17 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, (SAID WEST LINE ALSO BEING THE EAST LINE OF THE WEST 495.0 FEET OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15) 130.86 FEET; THENCE NORTH 89 DEGREES, 55 MINUTES, 43 SECONDS EAST, 29.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED: THENCE NORTH 18 DEGREES, 53 MINUTES, 09 SECONDS WEST, 64.33 FEET; THENCE NORTH 71 DEGREES, 06 MINUTES, 51 SECONDS EAST, 124.83 FEET, THENCE NORTH 01 DEGREES, 21 MINUTES 05 SECONDS EAST, 117.92 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES, 55 SECONDS EAST, 64.33 FEET; THENCE SOUTH 01 DEGREES, 21 MINUTES, 05 SECONDS WEST, 131.25 FEET; THENCE SOUTH 73 DEGREES, 32 MINUTES, 48 SECONDS EAST, 87.33 FEET; THENCE SOUTH 51 DEGREES, 27 MINUTES, 12 SECONDS WEST 64.33 FEET; THENCE NORTH 38 DEGREES, 32 MINUTES, 48 SECONDS WEST, 78.92 FEET; THENCE SOUTH 71 DEGREES, 06 MINUTES, 51 SECONDS WEST, 122.83 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS FILED AS DOCUMENT LR2622769 AS AMENDED BY SUPPLEMENT FILED AS LR2750724 AND AS SET FORTH IN PLAT OF SUBDIVISION FILED AS LR2525374 AND AS CREATED BY DEED TO PAUL MAZUR AND ADRIENNE I. MAZUR FILED SEPTEMBER 5, 1974 AS LR2771998.

Permanent Index #'s: 03-15-402-020-1039 Vol. 0232

Property Address: 1550 Sandpebble Drive Unit 307, Wheeling, Illinois 60090