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Doc#: 1014857231 fee: \$56.00
Date: 05/28/2010 02:48 PM Pg: 1 of 6
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 2
Accommodation Recording Per Client Request

~~67012~~

4429243n-6

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

Prepared By: Danielle Ivers
MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 143865707

ESCROW/CLOSING#: 218996195

SPACE ABOVE FOR RECO

APN: 13-30-228-021-1156

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.

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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty Second day of December, 2009 by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ("MERS") AS NOMINEE FOR BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO COUNTRYWIDE BANK, FSB, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS, INC. A CORPORATION ("Subordinating Lender") with a place of business at P.O. BOX 2026, FLINT, MI 48501-2026

WHEREAS, VERONIKA SALINAS and JUAN SALINAS executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$49000.00 dated 09/08/2006, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0625541134, 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 6560 W DIVERSEY AVE UNIT 612, CHICAGO, IL 60707 and further described on Exhibit "A," attached.

WHEREAS, VERONIKA SALINAS ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")** a deed of trust/mortgage in the principal amount not to exceed \$187100.00 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**");

* REC. 5/14/10 Doc# 1013408329 in Cook County

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 the Borrower; and Subordinating Lender is

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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

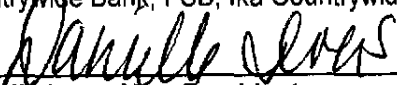
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and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(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 Bank of America, N.A., successor by merger to
Countrywide Bank, FSB, fka Countrywide Bank, N.A.



Danielle Ivers, Vice President

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ALL PURPOSE ACKNOWLEDGMENT

STATE OF Kansas }
 COUNTY OF Johnson }

On 12/22/2009 before me, Elizabeth Pedigo (notary) personally appeared **Danielle Ivers, Vice President**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Bank of America, N.A., successor by merger to Countrywide Bank, FSB, fka Countrywide Bank, N.A. 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 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.

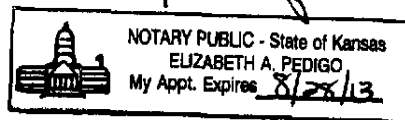
WITNESS my hand and official seal.

Signature

Elizabeth A. Pedigo

Elizabeth A. Pedigo

(NOTARY SEAL)



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 _____
 Number of Pages _____ Date of Document _____
 Signer(s) Other Than Named Above _____

UNOFFICIAL COPY**EXHIBIT 'A'**File No.: **6429243n (mb)****PARCEL A:****UNIT 612-D IN THE PARK AVENUE LUXURY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:****PARCEL "1":****LOT 109 IN SECOND ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR RAILROAD) IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.****PARCEL "2":****THAT PART OF THE 50 FOOT WIDE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD LYING NORTH OF THE NORTH LINE OF W. DIVERSEY AVENUE, LYING SOUTH OF THE SOUTH LINE OF W. GEORGE STREET AND LYING WEST OF AND ADJOINING LOT 109 IN THE SECOND ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30 AND LYING EAST OF AND ADJOINING LOTS 118, 131, 132, AND 146 TOGETHER WITH ALL ALLEYS ADJOINING SAID LOTS, TAKEN AS ONE TRACT IN THE FIRST ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR RAILROAD) OF SECTION 30, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 23.50 FEET OF THE SOUTH 125.0 FEET OF SAID RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.****WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0613532105 AND AMENDED BY DOCUMENT 0620534081, AND AS FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.****PARCEL B:****THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-13 AND STORAGE SPACE S-13, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT 0613532105 AND AS AMENDED BY DOCUMENT 0620534081.****A.P.N. 13-30-228-021-1156**

SALINAS
42132482
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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