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Doc#: 1027719079 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/04/2010 11:10 AM Pg: 1 of 6

## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

Prepared By: Laura Tullis

MSN SV-79/ DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 107943549

ESCROW/CLOSING#: 225729365

SPACE ABOVE FOR RECORDERS USE

RETURN TO:  
WORLDWIDE RECORDING, INC.  
9801 LEGLER RD  
LENEXA, KS 66219  
1-800-316-4682

Pin# 17-27-305-140 -1036

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.

10N126721  
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Second day of July, 2010, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc. ("Subordinated Lienholder"), with a place of business at P.O. BOX 2026, FLINT, MI 48501-2026.

WHEREAS, SEAN BRANTL executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$29900.00 dated 06/29/2005, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0519311038, 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 2605 S INDIANA AVENUE #509, CHICAGO, IL 60616 and further described on Exhibit "A,"

S yes  
P yes  
S N  
M N  
SC yes  
E yes  
INT yes

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attached.

WHEREAS, SEAN BRANTL ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$113750.00; 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**");

*\*recorded on 8-30-10 Doc #1024210042*

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

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(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.

  
Kristen Miller, Vice President



Property of Cook County Clerk's Office

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## ALL PURPOSE ACKNOWLEDGMENT

STATE OF Illinois }  
COUNTY OF Cook }

On 07/02/2010 before me, Sonia S. Munoz (notary) personally appeared Leslie White ~~Kristen Miller~~, Vice President, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc. 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

Sonia S. Munoz



### 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 Agreement  
Number of Pages 4 Date of Document 7-2-10  
Signer(s) Other Than Named Above \_\_\_\_\_

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## LEGAL DESCRIPTION (Exhibit A)

10NL26721

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

PARCEL 1:

UNIT 509 IN THE STRATFORD AT SOUTH COMMONS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF BLOCKS 80 AND 83 IN CANAL TRUSTEE'S SUBDIVISION OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 167.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 26TH STREET, BEING THE NORTH LINE OF LOTS 23 TO 37, BOTH INCLUSIVE, IN THOMAS STINSON'S SUBDIVISION OF BLOCK 80 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID, WITH A LINE 50.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SOUTH INDIANA AVENUE, BEING A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 22 IN THOMAS STINSON'S SUBDIVISION AFORESAID, TO THE SOUTHEAST CORNER OF LOT 26 IN LAFLIN AND SMITH'S SUBDIVISION OF BLOCKS 86 AND 89 OF CANAL TRUSTEE'S SUBDIVISION, AFORESAID; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 95.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 237.60 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 79.50 FEET TO A POINT 404.60 FEET SOUTH OF SAID SOUTH LINE OF EAST 26TH STREET AND 224.50 FEET EAST OF SAID WEST LINE OF SOUTH INDIANA AVENUE; THENCE CONTINUING EAST ALONG SAID LINE PARALLEL WITH THE SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 25.10 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 289.27 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 20.0 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 4.67 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 78.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH INDIANA AVENUE, A DISTANCE OF 43.0 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 94.66 FEET TO THE WEST LINE OF SOUTH PRAIRIE AVENUE BEING A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 52 IN LAFLIN AND SMITH'S SUBDIVISION, AFORESAID, TO THE NORTHEAST CORNER OF LOT 37 IN THOMAS STINSON'S SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID WEST LINE OF SOUTH PRAIRIE AVENUE A DISTANCE OF 67.66 FEET TO SAID SOUTH LINE OF EAST 26TH STREET; THENCE WEST ALONG SAID SOUTH LINE OF EAST 26TH STREET, A DISTANCE OF 392.28 FEET TO SAID LINE 50.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SOUTH

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INDIANA AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 167.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 1, 2001 AS DOCUMENT NUMBER 0010913731, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 7, 1971 AND KNOWN AS TRUST NO. 30630 WITH AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 7, 1971 AND KNOWN AS TRUST NO. 30629 DATED MARCH 1, 1972 AND RECORDED OCTOBER 18, 1972 AS DOCUMENT NUMBER 22089651 AND FILED ON OCTOBER 18, 1972 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2655205 FOR INGRESS AND EGRESS TO AND FROM THE PARKING FACILITY UPON THE LAND AND OTHER PROPERTY AS DESCRIBED IN EXHIBIT "D" ATTACHED THERETO AND FOR INGRESS AND EGRESS TO AND FROM THE PARKING SPACES LOCATED IN THE AFORESAID PARKING FACILITY, ALL IN COOK COUNTY, ILLINOIS. AND AMENDMENT DATED OCTOBER 1, 2001 AND RECORDED OCTOBER 15, 2001 AS DOCUMENT NUMBER 0010957367.

## PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P3-65, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 0010913731, AS AMENDED FROM TIME TO TIME.

BEING THAT PARCEL OF LAND CONVEYED TO SEAN W. BRANTL FROM ANASTASIA TSATAROS, MARRIED BY THAT DEED DATED 06/29/2005 AND RECORDED 07/12/2005 IN DEED DOCUMENT NUMBER 0519311036, OF THE COOK COUNTY, IL PUBLIC REGISTRY.

Tax Id: 17-27-305-140-1036