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Doc#: 1030931045 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/05/2010 12:08 PM Pg: 1 of 5

rw cno mo dr. G

Property of Cook County

I, UNDERSIGNED, HERBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
SUBORDINATION AGREEMENTS BETWEEN BANK OF AMERICA AND SUNTRUST MORTGAGE
FOR THE PROPERTY LOCATED AT 1830 N WINCHESTER AVE, # 318,
CHGO, IL 60622

zfpz PIN #'S 14-31-408-033-1008; 14-31-408-033-1097
STATE OF ILLINOIS, COOK COUNTY SS: *[Signature]*

I, UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE, DO HERBY CERTIFY THAT NANCY
M. WASILY PERSONALLY KNOWN TO ME TO BE THE SAME PERSON AND ACKNOWLEDGED THAT SHE SIGNED
AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, GIVEN UNDER MY HAND AND
OFFICIAL SEAL, THIS 2 DAY OF NOV, 2002 2010

AL 0908034
MY COMMISSION EXPIRES: 3/30/13
[Signature]



Box 334

UNOFFICIAL COPY

AC0908034 2022 NW LMO 100 acres CT1

Property of Cook County Clerk's Office

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SUBORDINATION AGREEMENT

Box 334

UNOFFICIAL COPY

This instrument was prepared by:
 Bank of America
 ASAP Resolution Department
 475 Crosspoint Parkway
 Getzville, NY 14068

After recording return to:
 Bank of America
 ASAP Resolution Department
 PO Box 9000
 475 Crosspoint Parkway
 Getzville, NY 14068
 Account #: 6979659627

Bank of America

**Real Estate Subordination Agreement
 (Bank of America to Third Party)**

This Real Estate Subordination Agreement ("Agreement") is executed as of February 25, 2009, by Bank of America, N.A., having an address of 475 Crosspoint Parkway, Getzville, New York 14068 ("Subordinator"), in favor of SunTrust Mortgage, ("Junior Lien Holder"), having an address for notice purposes of 1920 N. Thoreau Dr Ste 180, Schaumburg, IL 60196.

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated November 2, 2007, executed by Bryan Maguire and Nancy Maguire and which is recorded in Volume/Book n/a, Page n/a, and if applicable, Document Number 0732308295, of the land records of Cook County, Illinois, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to Bryan Maguire and Nancy Maguire (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of SunTrust Mortgage in the maximum principal face amount of \$ 320,000.00 (the "Principal Amount") (For North Carolina only – bearing interest and payable as therein provided at the maximum rate of n/a% for a period not to exceed n/a months), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as the Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to the Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

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This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

Two witness signatures required in CT, FL, GA, SC and TN

Jacqueline M. Panaro
By: Jacqueline M. Panaro
Title: Assistant Vice President

February 25, 2009
Date

WITNESS SIGNATURE

TYPED OR WRITTEN NAME

WITNESS SIGNATURE

TYPED OR WRITTEN NAME

Corporate Acknowledgment:

State of New York }
 } SS.:
County of Erie }

On the 25 day of February in the year 2009, before me, the undersigned, a notary public in and for said State, personally appeared **Jacqueline M. Panaro Assistant Vice President** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Jennifer A. Colliver
Notary Public

JENNIFER A. COLLIVER
Notary Public - State of New York
No. 01CO6065692
Qualified in Wyoming County
My Commission Expires Sept. 9, 2010

(Do not write below this line. This space is reserved for recording.)

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STREET ADDRESS: 1830 N. WINCHESTER AVE.

UNITS 318 & P318

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

UNITS 318 AND P318 IN BUCKTOWN PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOTS 1 TO 4 (AND THE WEST 1/2 OF VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1 TO 4) AND LOTS 21 TO 25 (ALSO THE EAST 1/2 OF VACATED ALLEY LYING WEST AND ADJOINING SAID LOTS 21 TO 25) IN SUBDIVISION OF LOTS 30 TO 53 INCLUSIVE, AND OF LOTS 67 TO 90, INCLUSIVE, IN CHICAGO LAND COMPANY'S SUBDIVISION OF BLOCK 38 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EP;

PARCEL 2:

LOT 28 (EXCEPT THE NORTH 16 FEET THEREOF) AND LOT 29 (ALSO THE WEST 1/2 OF VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 29) IN SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 6 AND 12 IN SAID BLOCKS 21, 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6 AND 7 IN SAID BLOCK 32) 33, 38, 39, 40 AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95412572, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

Proposed by Cook County Clerk's Office