

Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

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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 Eighth day of November, 2010, by **Countrywide Home Loans, Inc.** ('Subordinated Lienholder'), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1813**

WHEREAS, DENISE KATZ executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the '**Existing and Continuing Security Instrument**') in the sum of \$54150.00 dated 02/17/2004, and recorded in Book Volume N/A, Page N/A, as Instrument No 2004-10449214 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 840 TANGLEWOOD DRIVE WHEELING, IL 60090-5775 and further described on Exhibit "A," attached

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WHEREAS, DENISE KATZ ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$242000 00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded * in the records of COOK County, State of IL as security for a loan (the "**New Loan**"), * 2/1/2011 AS Doc # 1103257001,

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
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the

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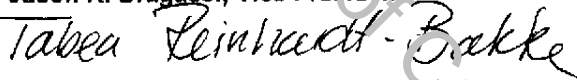
Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel 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

Countrywide Home Loans, Inc



Jason R. Bragassi, Vice President



Cook County Clerk's Office

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ALL PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF COOK }

Tabea Reinhardt-Bakke RE On 11/08/2010 before me, Rosemarie Evenson (notary) personally appeared ~~Jason R. Bragas, Jr. Vice President~~ of 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 Rosemarie Evenson



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 11-8-10
Signer(s) Other Than Named Above N/A

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SCHEDULE "A"

LOT 32 IN LEMKE FARMS SUBDIVISION UNIT NUMBER 1, BEING A
SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF
SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY
14, 1978 AS DOCUMENT LR 3031924 AND CORRECTED BY FINAL PLAT FILED
MARCH 13, 1979 AS DOCUMENT LR 3080270, IN COOK COUNTY, ILLINOIS.

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