

UNOFFICIAL COPY



1104915061

Doc#: 1104915061 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/18/2011 10:11 AM Pg: 1 of 5

Property of Cook County Clerks Office

### SUBORDINATION AGREEMENT

~~WHEN RECORDED MAIL TO:~~

SPACE ABOVE FOR RECORDERS USE

Prepared by: Josh Geller  
MSN SV-79/ DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266  
LOAN #: 155893535  
ESCROW/CLOSING#: 227016086

RETURN TO:  
WORLDWIDE RECORDING, INC.  
3901 LEGLER RD  
LENEXA KS 66219  
1-800-316-4682

10WR 20475

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 **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. ("Subordinated Lienholder")**, with a place of business at P.O. BOX 2026, FLINT, MI 48501-2026.

WHEREAS, DAWN M TRIMMEL executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$65000.00 dated 01/12/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0703302065, 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 728 W JACKSON BLVD UNIT 823, CHICAGO, IL 60661 and further described on Exhibit

S 4  
P 5  
S N  
M N  
SC y  
E g  
ANT db

**UNOFFICIAL COPY**

"A," attached.

WHEREAS, DAWN M TRIMMEL ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$259000.00, 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**");

† mtg recorded 12-9-10 Inst 1034317047

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

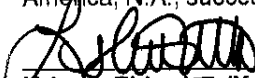
- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) 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

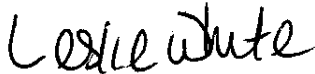
# UNOFFICIAL COPY

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

  
\_\_\_\_\_  
Kristin Eldredge (Kris) Miller, Vice President



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ALL PURPOSE ACKNOWLEDGMENT

STATE OF Illinois }  
COUNTY OF COOK }

*Leslie White*

On 11/08/2010 before me, Sonia S. Munoz (notary) personally appeared ~~Kristen Eldredge (Kris) Miller~~, 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

*Sonia S. Munoz*  
\_\_\_\_\_  
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 11-8-10  
Signer(s) Other Than Named Above \_\_\_\_\_

Notary's Office

# UNOFFICIAL COPY

**LEGAL DESCRIPTION**  
**(Exhibit A)**

10NL45982

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT:

LOT FIFTEEN (15) IN BLOCK TWENTY-FOUR (24) IN THE HULBERT DEVONSHIRE TERRACE, A SUBDIVISION IN THE SOUTH EAST QUARTER (SE 1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FORTY-ONE (41) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1925, AS DOCUMENT NO. 8774016, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM STEPHEN J. SOKOLOWSKI AND MARYANN SOKOLOWSKI, HUSBAND AND WIFE RECORDED 01/14/2000 IN DOCUMENT NUMBER 00038251 BOOK 9190, PAGE 0097 IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 1005 S HOME AVE, PARK RIDGE, IL 60068

Tax Id: 09-34-411-010-0000

Property of Cook County Clerk's Office