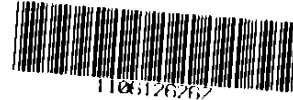


# UNOFFICIAL COPY



Doc#: 1106126267 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/02/2011 02:15 PM Pg: 1 of 4

100139800370

2/2

## SUBORDINATION AGREEMENT

Prepared by:  
WHEN RECORDED MAIL TO :

SPACE ABOVE FOR RECORDERS USE

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

LOAN #: 68951001889699  
ESCROW/CLOSING#: 233483444  
05-20-312-007-0000

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 Fifth day of February, 2011, by **Bank of America, N.A.** ("Subordinated Lienholder"), with a place of business at 101 South Tryon Street, Charlotte, NC 28255.

WHEREAS, Kris A Gagnon and Julie S Gagnon executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$500000.00 dated 04/18/2006, and recorded in Book Volume N/A, Page N/A, as Instrument No. 615648038, Which Deed of Trust is Modified by Agreement Dated 01/11/2011. Said Agreements modifies the credit limit on the line to \$440,000.00. in the records of COOK County, State of Illinois, 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 1005 SUNSET RD WINNETKA, IL 60093 and further described on Exhibit "A," attached.

SY  
PL  
S  
SCY  
INTLS

Chicago Title Guaranty Fund, Inc.  
130 Wacker Rd., STE 2100  
Chicago, IL 60601  
Attn: Search Department

# UNOFFICIAL COPY

WHEREAS, Kris A Gagnon and Julie S Gagnon ("Borrower") executed and delivered to Bank of America, N.A., ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$1000000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of COOK County, State of Illinois as security for a loan (the "New Loan");

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;

# UNOFFICIAL COPY

(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 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.

BANK OF AMERICA, N.A.

Diane L. Hubbard  
Diane L. Hubbard, Vice President

STATE OF VA  
COUNTY OF Henrico

On 02/05/2011 before me CAROLINE SERVICE (notary) personally appeared Diane L. Hubbard, Vice President, of BANK OF AMERICA, 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 Caroline Service

My commission expires the 30 day of Sept 2012

CAROLINE SERVICE  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES SEPT. 30, 2012  
COMMISSION # 290599

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ATTORNEYS' TITLE GUARANTY FUND, INC.

**LEGAL DESCRIPTION**

**Legal Description:**

**PARCEL 1:** Lot 10 in Streyckmans-Williams Resubdivision of Lots 76, 77 and 78 in Alles' Sunset Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**PARCEL 2:** That part of Sunset Road lying North of the South line of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, and between the East and West line of Lot 10 extended South, shown as a private road on the Plat of Streyckmans-Williams Resubdivision aforesaid in Cook County, Illinois.

**Permanent Index Number:**

Property ID: 05-20-312-007

**Property Address:**

1005 Sunset Road  
Winnetka, IL 60093

Property of Cook County Clerk's Office