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Doc#: 1110250011 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/12/2011 02:44 PM Pg: 1 of 5

# SUBORDINATION AGREEMENT

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NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOU? 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 Twenty-second day of February, 2011, by 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 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, EDHAM SAHINOVIC and HATIJA SAHINOVIC executed and

Mail To:

ELECTRICAL STATE MEMORY OF TELEMETRIS (.) ELECTRICAL

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$25,000.00 dated 01/28/2005, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0505404467, in the records of COOK County, State of Illinois, as security for a loan (the "Existing and Count nuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 669 LONDON SQUARE, HOFFMAN ESTATES, IL 60194 and further described on Exhibit "A," attache 1.

WHEREAS, ED'A' A SAHINOVIC and HATIJA SAHINOVIC ("Borrower") executed and delivered to Plaza Home Mortgage, ISACA, ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$186,500.00, 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 Continu ng Loan; and

WHEREAS, Lender is willing to make said can provided the lien securing the New Loan is a lien or charge upon the described property prior and superior of 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 Lorder 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 order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (I) That the New Security Instrument, and any renewals or extensions thereof, shall upconditionally 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.

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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, it ary, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the support ination 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 agreement's 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 change 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 and 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, M.A., successor by merger to Countrywide Bank, FSB, fka Countrywide Bank, N.A.

Andrew Holland, Vice President

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CORPORATE ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared Andrew Holland known to me (or proved to me on the oath of Vice President), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22" day of February, 2011.

(Personalized Seal)

ROSA B. SIMPSON

Notary Public

Guilford County, NC

(Notary Public, State of North Carolina)

Rosa B. Simpson

(Print Name of Notary Public here)

My commission expires the 10<sup>th</sup> day of April, 2013

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## Escrow File No.: 1021691 UNOFFICIAL COPY

#### EXHIBIT "A"

PARCEL 1: UNIT NO. 33 IN PARTRIDGE HILL PHASE 6, 7, 8 AND 9 BEING A SUBDIVISION OF PART OF THE WEST 33 ACRES OF THE EAST 63 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1978, AS DOCUMENT NUMBER 24517485, IN COOK COUNTY, ILLINOIS.

PARCEL 2. EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE PARTRIDGE HILL TOWNHOME AND RECREATIONAL GECLARATION RECORDED AS DOCUMENT 281762258.

NOTE FOR INFORMATION ONLY

AOFA.

Clarks Office C/K/A: 669 LONDON SQUAKE, HOFFMAN ESTATES, IL 60169

PIN: 07-16-321-033-0000