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Doc#: 1115134018 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/31/2011 09:04 AM Pg: 1 of 6

Prepared by:

Bryan Scott Dillon
Bank of America, N.A.
2380 Performance Drive,
Richardson, TX 75082

Return to:

LSI
700 Cherrington Pkwy.
Coraopolis, PA 15108
412-299-4000
ELS: 11393921

SUBORDINATION

Grantor/Mortgagor: Octaviano Cendejas
Bank of America, N.A.

Grantee/Mortgagee: Bank of America, N.A.
101 South Tryon Street
Charlotte, NC 28255

Property Address: 2229 N Sawyer Avenue
Chicago, IL 60647-2709

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Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT

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 #: 108778728

ESCROW/CLOSING#: 234730239

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 Twelfth day of May, 2011, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc. ("Subordinated Lienholder")**, with a place of business at **P.O. BOX 2026, FLINT, MI 48501-2026**.

WHEREAS, OCTAVIANO CENDEJAS executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$45750.00 dated 08/12/2005, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0523445070, 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 2229 N SAWYER AVE, CHICAGO, IL 60647 and further described on

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Exhibit "A," attached.

WHEREAS, OCTAVIANO CENDEJAS ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$242944.00, 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**");

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

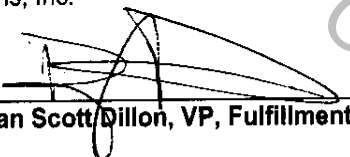
- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b)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

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(c) It intentionally and unconditionally waives, relinquishes and subordinations 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 ins reliance upon, and in consideration of, this waiver, relinquish and subordinations 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 SEUCRITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDE FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc.


Bryan Scott Dillon, VP, Fulfillment Unit Leader

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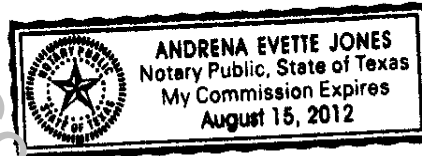
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF Dallas }

On 05/13/2011 before me Andrena Jones (notary) personally appeared **Bryan Scott Dillon, VP, Fulfillment Unit Leader**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc., personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge 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 Andrena Jones



(NOTARY SEAL)

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 _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

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Order No.: **11393921**
Loan No.: 234730239

Exhibit A

The following described property:

The South 1/2 of Lot 16 in Block 6 in Shipman, Bill and Merrill's Subdivision of the East 1/2 of the Northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 13-35-217-029

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