

Return To:

LSI
700 Cherrington Pkwy
Coraopolis, PA 15108

Prepared by
MICKEY CAMPBELL
BANK OF AMERICA, N.A.
8011 VILLA PARK DRIVE
RICHMOND, VA 23228

LSI # 11715899

SUBORDINATION AGREEMENT

Borrower: BRIAN M. WULFESTIEG AND AMY WULFESTIEG
Lender: BANK OF AMERICA, N.A.
Loan Amount: \$371,650.00
Parcel/ Tax ID # 14-18-307-020-1004

NEW MORTGAGE DOCUMENT #1115757490

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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 #: 871220756
ESCROW/CLOSING#: 235323300

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

WHEREAS, BRIAN M WULFESTIEG and AMY E WULFESTIEG executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$48500.00 dated 05/01/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 713526005, 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 2116 W CULLOM AVE 301, CHICAGO, IL 60618 and further described on Exhibit "A," attached.

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NEW MORTGAGE DOCUMENT #1115757390

WHEREAS, BRIAN M WULFESTIEG and AMY E WULFESTIEG ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$371650.00, 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 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.


Lynn Renee Sturn, Vice President

Cook County Clerk's Office

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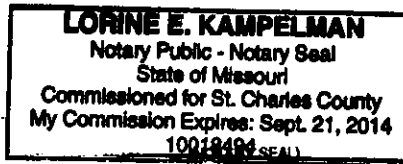
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Missouri }
COUNTY OF St. Charles }

On 05/19/2011 before me, Lorine E. Kampelman (notary) personally appeared Lynn Renee Sturn, 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 Lorine E. Kampelman



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 _____

St. Charles County Clerk's Office

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Order No.: **11715899**
 Loan No.: **235323300**

Exhibit A

The following described property:

Parcel 1:

Unit 301 in the 2116 W. Cullom Condominium as delineated on a Survey of the following described Real Estate:

Lots 42 and 43 in Charles Kennitz Sr.'s Subdivision of Lots 4, 5 and 6 in W. B. Ogden Subdivision of the Southwest 1/4 of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, except that part described as follows:

Commencing at the Northwest Corner of the above described parcel; thence Southeasterly along the Southwest line of said parcel, a distance of 6.40 feet; thence Northeasterly and perpendicular to the last described line, a distance of 2.16 feet to the point of beginning (said point being the Northwesterly corner of the finished surface of interior wall of a 4 story brick and concrete block building commonly known as 2116 W. Cullom Avenue) lying at 17.83 feet above Horizontal Plane and 27.25 feet below Horizontal Plane, City of Chicago Datum; thence continuing Northeasterly along the finished interior wall, a distance of 9.38 feet; thence Northwesterly and perpendicular to the last described line, along the finished interior wall, a distance of 1.33 feet; thence Northeasterly and perpendicular to the last described line, along the finished interior wall, a distance of 20.88 feet; thence Southeasterly and perpendicular to the last described line, along the finished interior wall, a distance of 10.71 feet; thence Northeasterly and perpendicular to the last described line, along the finished interior wall, a distance of 6.67 feet; thence Southeasterly and perpendicular to the last described line, along the finished interior wall, a distance of 30.64 feet; thence Southwesterly and perpendicular to the last described line, along the finished interior wall, a distance of 2.86 feet; thence deflecting 63 degrees 25 minutes 00 seconds left from the prolongation of the preceding course, along the finished interior wall, a distance of 10.50 feet; thence West and perpendicular to the last described line, along the finished interior wall, a distance of 33.07 feet; thence deflecting 63 degrees 25 minutes 00 seconds right from the prolongation of the preceding course, along the finished interior wall, a distance of 34.85 feet, to the point of beginning, all in Cook County, Illinois.

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Which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 0021050330 and as amended together with its undivided percentage interest in the Common Elements, all in Cook County, Illinois.

Parcel 2:

The exclusive right to the use of G3, E4, and S-301, limited Common Elements, as delineated on the Survey attached to the Declaration aforesaid recorded as Document Number 0021050330.

Assessor's Parcel No: 14-18-307-020-1004

Property of Cook County Clerk's Office