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1124445012

Doc#: 1124445012 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/01/2011 08:36 AM Pg: 1 of 5

IL
2652045

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New Millennium Title Group
6100 Tennyson Pkwy
Suite 100
Plano, TX 75024

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 #: 68958000882699
ESCROW/CLOSING#: 228711544

PIN 0528-407-014-000

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-second 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, ALAN SKILES and MELINDA B SKILES executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$181224.00 dated 07/01/2009, and recorded in Book Volume N/A, Page N/A, as Instrument No. 0922313012, 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 1249 RICHMOND LN WILMETTE, IL 60091 and further described on Exhibit "A," attached.

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WHEREAS, ALAN J SKILES and MELINDA B SKILES ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$408400.00, 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.

Kriston Miller AVP

Kriston Miller, Vice President

David Alice Assistant Vice President

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ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

On 02/22/2011 before me, _____ (notary) personally appeared ~~Kristen Miller~~ ^{David Alice AUP} ~~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 _____

(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 _____

PROFESSOR OF COOK COUNTY CLERK'S OFFICE

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Exhibit A

The land referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows: Lot 8 in Blietz, Connecticut Village being a subdivision of part of the northeast 1/4 of the southeast 1/4 of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded May 29, 1939 as Document Number 12319126 in Cook County, Illinois. ALSO That part of the south 25 acres of the northeast quarter of the southeast quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian bounded and described as follows, to wit: COMMENCING at a point in the easterly right of way line of the Chicago North Shore and Milwaukee Railway, which last mentioned point is 554.00 feet northwesterly of the south line of said quarter section, as measured along said easterly right of way line (said last mentioned point being also the southwesterly corner of Lot 8 in Blietz's Connecticut Village Subdivision); RUNNING THENCE southwesterly at right angles to said easterly right of way line, 70 feet to a point in the joint right of way line between the Chicago North Shore and Milwaukee Railway and the Chicago and North Western Railway Company; THENCE northwesterly along said joint right of way line, 54.0 feet; THENCE northeasterly at right angles to the said joint right of way line, 70 feet to a point in the easterly right of way line of the Chicago North Shore and Milwaukee Railway, which last mentioned point is also the northwesterly corner of Lot 8 in Blietz's Connecticut Village Subdivision; THENCE southeasterly along the said easterly right of way line, 54.0 feet to the place of beginning, in the Village of Wilmette, Cook County, Illinois.

COMMONLY KNOWN AS:

**PREMISES 1249 RICHMOND LANE
WILMETTE, IL 60091**

COUNTY COOK