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Doc#: 1132242066 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2011 11:00 AM Pg: 1 of 8

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100817XXXX

First American Title
Order # 2205591

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/28/2011, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of WELLS FARGO BANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:
4332 FOX VALLEY CENTER DRIVE
AURORA, IL 60504

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 05/21/2005 executed by GREGORY BAISE AND TONYA J. BAISE, with a property address of: 7 CARRIAGE LN, LEMONT, IL 60439

which was recorded on 6/7/2005, in Volume/Book N/A, Page N/A, and Document Number 0515812021, and if applicable, modified on _____, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of COOK County, IL, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to GREGORY BAISE AND TONYA J. BAISE

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

AS RECORDED CONCURRENTLY HEREWITH

Handwritten notations: S, P, S, SC, INT, Y, 6, N, Y, 10

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(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of WELLS FARGO BANK, N.A. in the maximum principal face amount of \$ 151,450.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.3750% for a period not to exceed 120.00 months]**, including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns

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Modification Agreement to Bank of America Equity Maximizer Agreement and Disclosure Statement

Borrower Name(s):
GREGORY BAISE
TONYA BAISE

Home Equity Line of Credit Account Number: 6895100817XXXX

Date of Original Agreement: 5/21/2005
Date of Modification Agreement: 09/28/2011


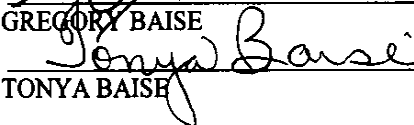
This Modification Agreement to Bank of America Equity Maximizer Agreement and Disclosure Statement ("Modification Agreement") is made by the above-referenced Borrower(s) and Bank of America, N.A. ("Lender"). The Borrower(s) identified above and Lender do hereby agree to modify the provisions of the Bank of America Equity Maximizer Agreement and Disclosure Statement (the "Original Agreement") dated as of the date referenced above, as follows:

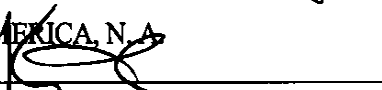
1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Agreement.

2. Borrower(s) and Lender hereby agree that, notwithstanding any reference in the Original Agreement to the potential for negative amortization, the minimum payment due for any month under all payment options shall include the amount of any accrued interest plus such other applicable amounts as described in the Original Agreement. Consequently, all references in the Original Agreement to negative amortization are inapplicable.

3. Except as provided in this Modification Agreement, the terms of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year referenced above.

Borrower's Signature 
GREGORY BAISE
Borrower's Signature 
TONYA BAISE

BANK OF AMERICA, N.A.
By: 
Name: Kathy Clark
Title: Vice President

When completed, return to:
Bank of America Triad Center
Subordinations--Modifications Department
4161 Piedmont Parkway
Greensboro, NC 27410-8110

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**The Modification Agreement
to
Bank of America Equity Maximizer Agreement and Disclosure Statement**

The Modification Agreement to Bank of America Equity Maximizer Agreement and Disclosure Statement, enclosed, is an amendment to your line of credit agreement/note. This document is prepared at the request of your new lender, to ensure that there will be no negative amortization or money owed at the end of your second mortgage loan/line term.

Please keep a copy of the Modification for your records, and sign and return the original to the address listed on the form.

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Bank of America, N.A.

Two witness signatures required in CT, FL, GA, SC and TN

By: Kathy Clark
Its: Vice President

09/28/2011
Date

[Signature]
Witness Signature

Larhonda Hunt
Typed or Printed Name

[Signature]
Witness Signature

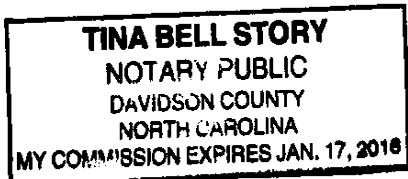
Vicki Isangedighi
Typed or Printed Name



Individual Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Twenty- Eighth day of September, 2011, before me, Tina Bell Story, the undersigned Notary Public, personally appeared Kathy Clark, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.



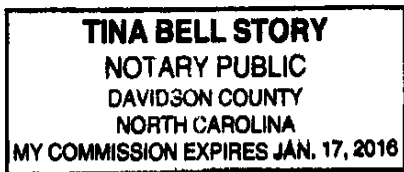
[Signature]
Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/17/2016

This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Twenty- Eighth day of September, 2011, before me, Tina Bell Story, the undersigned Notary Public, personally appeared Kathy Clark, the Vice President of Bank of America, N.A and that (s)he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.



[Signature]
Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/17/2016

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 117 IN EQUESTRIAN ESTATES UNIT NUMBER 8, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 22-25-104-007-0000 Vol. 0062

Property Address: 7 Carriage Lane, Lemont, Illinois 60439

Property of Cook County Clerk's Office