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Doc#: 1136419007 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/30/2011 08:29 AM Pg: 1 of 6

Return To:



1301 W. 22nd Street, Ste. 505
Oak Brook, IL 60523

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 #: 6895800039XXXX

Bank of America



2012
11-129949

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/30/2011, 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:
1 HOMES CAMPUS
DES MOINES, IA 50328

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 07/26/2007, executed by JOHN A. AQUINA AND STELLA M DEGENOVA, with a property address of: 6100 W 60TH ST, CHICAGO, IL 60638

which was recorded on 8/14/2007, in Volume/Book NA, Page NA, and Document Number 0722601093, and if applicable, modified on _____, in Volume/Book NA, Page NA, Document Number NA, 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 JOHN A. AQUINA AND STELLA M DEGENOVA

(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)

S yes
P 6
S _____
M NO
SC yes
E yes
INT RW

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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 \$ 305,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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.

(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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Bank of America, N.A.

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

By: Jean English
Its: Assistant Vice President

11/30/2011
Date

[Signature]
Witness Signature

Tara Grant
Typed or Printed Name

[Signature]
Witness Signature

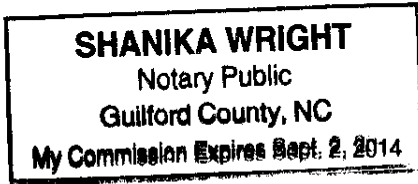
Anna Wilkinson
Typed or Printed Name



Individual Acknowledgment:

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

On this the Thirtieth day of November, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Jean English, 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: 09/02/2014

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 Thirtieth day of November, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Jean English, the Assistant Vice President of Bank of America, N.A and that (s)he, as such Assistant 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 Assistant Vice President. In witness whereof I hereunto set my hand and official seal.



[Signature]
Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014

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

Borrower Name(s):
JOHN AGUINA
N / A

Home Equity Line of Credit Account Number: 6895800039XXXX

Date of Original Agreement: 7/28/2007
Date of Modification Agreement: 11/30/2011

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 John Aguiña
JOHN AGUINA

Borrower's Signature Stella M. De Armas
N/A STELLA M. DE ARMAS

BANK OF AMERICA, N.A.
By: [Signature]
Name: Jean English
Title: Assistant 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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EXHIBIT A:

LEGAL DESCRIPTION:

THE EAST 45 FEET OF A PART OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PART LYING SOUTH OF THE SOUTH LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD; SAID PART LYING NORTH OF THE SOUTH 33 FEET OF SAID NORTH 1/4 OF THE SOUTHWEST 1/4 ; SAID PART LYING WEST OF A LINE 32 FEET WEST OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 17, AND SAID PART LYING EAST OF THE WEST LINE OF BLOCK A IN FREDERICK H. BARTLETT'S 61ST STREET ADDITION, A SUBDIVISION IN THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 17, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.:

19-17-308-040-0000

C.K.A.: 6100 W 60TH ST, CHICAGO, IL 60638

Cook County Clerk's Office