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Doc#: 1204855033 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2012 09:39 AM Pg: 1 of 6

(Handwritten mark)

FIDELITY NATIONAL TITLE

53002015

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 #: 6895100614XXXX

6

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/25/2012, 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:
PO BOX 100515
FLORENCE, SC 29502

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 02/05/2004, executed by JAMES H WEHLING AND KATHRYN J WEHLING, HIS WIFE, with a property address of:
2047 CEDAR RD, HOMEWOOD, IL 60430

which was recorded on 3/5/2004, in Volume/Book N/A, Page N/A, and Document Number 0406533159, 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 JAMES H WEHLING AND KATHRYN J WEHLING, HIS WIFE

(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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(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 \$ 171,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.2500% for a period not to exceed 360.00 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.

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

Borrower Name(s):
JAMES WEHLING
KATHRYN WEHLING

Home Equity Line of Credit Account Number: 6895100614XXXX

Date of Original Agreement: 2/5/2004
Date of Modification Agreement: 01/25/2012

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 _____
JAMES WEHLING

Borrower's Signature _____
KATHRYN WEHLING

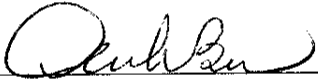
BANK OF AMERICA, N.A.
By: 
Name: Deborah Brown
Title: Assistant Vice President

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

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Bank of America, N.A.

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

By: 
 Its: Deborah Brown
Assistant Vice President

01/25/2012
 Date 

Witness Signature
 Tara Grant

Typed or Printed Name


Witness Signature
 Cristie Wiley

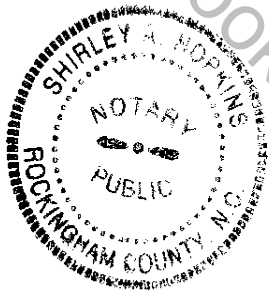
Typed or Printed Name

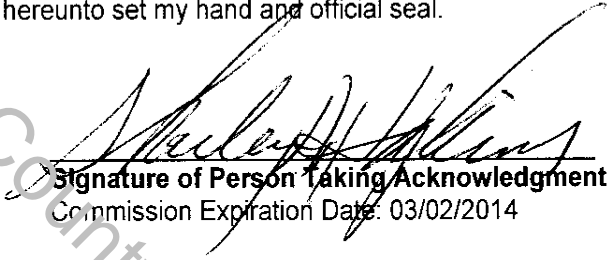


Individual Acknowledgment:

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

On this the Twenty-Fifth day of January, 2012, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Deborah Brown, 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.



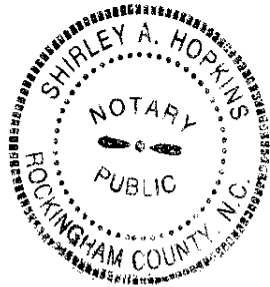

 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/02/2014

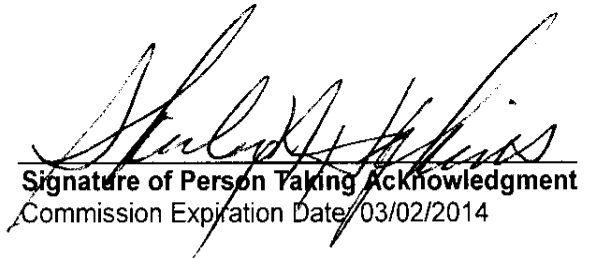
This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

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

On this the Twenty-Fifth day of January, 2012, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Deborah Brown, 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 of Person Taking Acknowledgment
 Commission Expiration Date: 03/02/2014

(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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FIDELITY NATIONAL TITLE INSURANCE COMPANY



750 E. BUNKER CT. #700, VERNON HILLS, ILLINOIS 60061

PHONE: (847) 362-7605
FAX: (847) 362-9192

ORDER NUMBER: 2011 053002015
STREET ADDRESS: 2047 CEDAR ROAD

USC

CITY: HOMEWOOD
TAX NUMBER: 29-31-123-016-0000

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 4, IN GEORGE W. JOHNSON'S SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY (EXCEPTING THEREFROM THE EAST 660.5 FEET OF THE WEST 1321.00 FEET OF THE SOUTH 500.6 FEET THEREOF, ALSO THAT PART OF THE NORTH 214 FEET EAST OF THE WEST 1853 FEET THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1908, IN BOOK 97 OF PLATS, PAGE 41, AS DOCUMENT NUMBER 4170979, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office