

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Bank of America
4161 Piedmont Parkway
NC4-105-01-38
Attn Subordinations
Greensboro NC 27410

Doc ID No.: 00087480XXXX2005N

ESCROW/CLOSING#:

M.I.S. FILE NO
1235437

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT 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 ("Agreement") is made this Seventeenth day of October, 2012, by BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO LASALLE BANK MIDWEST NATIONAL ASSOCIATION ("Subordinating Lender"), a corporation whose address is NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 09/26/2005 (the "Senior Lien"), and executed by ANETA KURCZAB and URSZULA KURCZAB and encumbering that certain real property located at 5310 N CHESTER AVE, CHICAGO, IL 60656 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 09/07/2006 in Official Records Book N/A, Page N/A, as Instrument No. 0625015013, of the Official Records of COOK County, Illinois, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

UNOFFICIAL COPY

WHEREAS, CITIBANK, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$105,000.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed or trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.
- (7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish

UNOFFICIAL COPY

and subordinate specific loans and advances are being and will be made and, 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 ALLOWS THE OWNER 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., SUCCESSOR BY MERGER TO LASALLE BANK MIDWEST NATIONAL ASSOCIATION



Kathy Clark, Vice President



Property of Cook County Clerk's Office

UNOFFICIAL COPY

ALL PURPOSE ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGEMENT

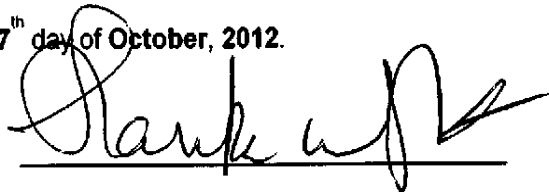
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Kathy Clark, Vice President** known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of **October, 2012**.

(Personalized Seal)



(Notary Public, State of North Carolina)



Shanika Wright

(Print Name of Notary Public here)

My commission expires **09/02/2014**

Clerk's Office

UNOFFICIAL COPY

Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001235437

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0531805 AND IS DESCRIBED AS FOLLOWS:

UNIT NUMBER 405 IN THE CATHERINE COURTS CONDOMINIUM, AS DELINEATED AND DESCRIBED IN A PLAT OF SURVEY OF PARTS OF LOTS 1, 2, 3 AND 4 IN ALBERT SCHORSCH SON'S CATHERINE COURTS TRACT NUMBER 1 IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 6, 2005 AS DOCUMENT NUMBER 0524932077, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-139, A LIMITED COMMON ELEMENT, AS DELINEATED AND DESCRIBED IN THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, IT SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

SUBJECT TO PRIVATE, PUBLIC, AND UTILITY EASEMENTS; APPLICABLE ZONING AND BUILDING LAWS OR ORDINANCES; ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS CONTAINED IN THE DECLARATION AS AMENDED FROM TIME TO TIME AND A RESERVATION BY THE DEVELOPER TO ITSELF AND ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF ALL UNIT OWNERS AT THE CONDOMINIUM, OF THE RIGHTS AND EASEMENTS SET FORTH IN THE DECLARATION; PROVISIONS OF THE ILLINOIS CONDOMINIUM PROPERTY ACT; SUCH OTHER MATTERS AS TO WHICH THE TITLE INSURER (AS HEREINAFTER DEFINED) COMMITS TO INSURE PURCHASER AGAINST LOSS OR DAMAGE; LEASES AND LICENSES AFFECTING THE COMMON ELEMENTS AND THE LEASE, IF ANY, OF THE UNIT ("LEASE"); ACTS OF PURCHASER, ENCROACHMENTS, IF ANY, AND COVENANTS, CONDITIONS, RESTRICTIONS, PERMITS, EASEMENTS AND AGREEMENTS OF RECORD.

APN: 12-11-119-038-1075

COMMONLY KNOWN AS 5310 N CHESTER AVE, CHICAGO, IL 60656