

# UNOFFICIAL COPY



Doc#: 1309134047 Fee: \$48.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/01/2013 01:22 PM Pg: 1 of 6

10 of 1  
CS  
NO1122202

This instrument was prepared by:  
Green Tree Servicing LLC

When Recorded return to:  
Green Tree Servicing LLC  
Mortgage Amendments Department  
7360 South Kyrene Road T316  
Tempe, AZ 85283

## SUBORDINATION OF MORTGAGE

Acct# 68060041

**Subordination Agreement is null and void if: Not recorded within 90 days of acknowledgment date, corrections or changes are made or aforementioned subordination conditions are not met.**

WHEREAS, Bank of America, N.A., is the holder of a mortgage, hereinafter referred to as "Holder", in the amount of \$26,500.00 dated April 26<sup>th</sup>, 2006 and recorded May 5<sup>th</sup>, 2006, as Instrument No. 0612526002, Book N/A, Page N/A, hereinafter referred to as "Existing Mortgage", on the following described property,

### Property Description:

Unit 1004 and Parking Space Unit P-230 together with its undivided percentage interest in the common elements in Park Place Chicago Condominium, as delineated and defined in the Declaration recorded August 21, 2002 as Document No. 0020921139, as amended from time to time, in the East 1/4 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 600 North Kingsbury 1004, Chicago, Illinois 60610

WHEREAS, Craig Derrig, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

Subordination - Mortgage

Near North National Title  
222 N. LaSalle  
Chicago, IL 60601

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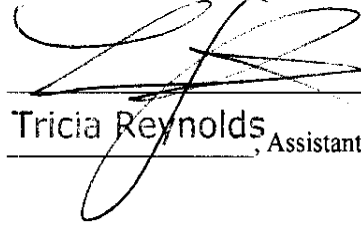
WHEREAS, it is necessary that the new lien to Franklin Loan Center its successors and/or assigns which secures a note in the amount not to exceed two hundred five thousand, five hundred Dollars and 00/100 (\$205,500.00), hereinafter referred to as "New Mortgage", be a first lien on the premises in question, \*


WHEREAS, Holder is willing to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage with the condition that there are no funds from the closing disbursed to the Owners;

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Holder hereby subordinates the lien of the Existing Mortgage to the Lien of the New Mortgage conditioned upon the above-referenced provisions, so that the New Mortgage will be prior and superior in all respects and with regard to all funds advanced thereunder to the lien of the Existing Mortgage.

\* Doc recorded 4/1/13  
Doc # 1305731044

Bank of America, N.A.  
by Green Tree Servicing,  
LLC its attorney in fact

  
\_\_\_\_\_  
Tricia Reynolds, Assistant Vice President

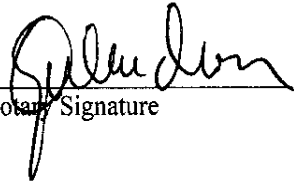
  
\_\_\_\_\_  
Witness 1 Sam Yoeun

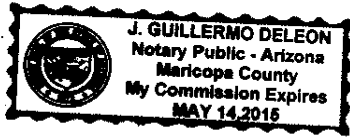
  
\_\_\_\_\_  
Witness 2 Raymond Love

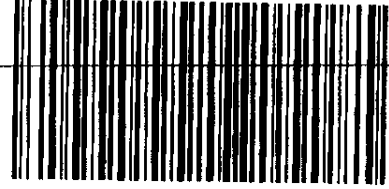
State of Arizona}  
County of Maricopa} ss.

On the 23 day of January in the year 2013 before me, the undersigned, personally appeared

Tricia Reynolds, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.

  
\_\_\_\_\_  
Notary Signature



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When Recorded Return To:  
 Green Tree Servicing LLC  
 Attn: Document Custody, T322  
 7360 South Kyrene Rd  
 Tempe, AZ 85283

OFFICIAL RECORDS OF  
 MARICOPA COUNTY RECORDER  
 HELEN PURCELL  
 2009-0027242 01/13/09 01:16 PM  
 5 OF 5

PALUMBA

**LIMITED POWER OF ATTORNEY**

<b>TO:</b>	<b>GREEN TREE SERVICING LLC</b>
<b>FROM:</b>	<b>Bank of America, National Association</b>
<b>DATED:</b>	<b>11/3/08</b>
<b>FOR:</b>	<b>BOA 2<sup>nd</sup> Lien Mortgage Loan Transfer – Nov 2008</b>

Property of Maricopa County Clerk's Office

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## POWER OF ATTORNEY

Bank of America, National Association (the "Owner") hereby appoints Green Tree Servicing LLC or any affiliate thereof that is servicing the Mortgage Loan (the "Servicer") as its true and lawful attorney-in-fact to act in the name, place and stead of the Owner for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement, by and between the Owner and Servicer, dated as of October 31, 2008 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now, therefore, the Owner does hereby constitute and appoint the Servicer the true and lawful attorney-in-fact of the Owner in the Owner's name, place and stead with respect to each Mortgage Loan serviced by the Servicer pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases, subordinations, appropriately completed, with all ordinary or necessary endorsement, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance or recordation of filing of said documents.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Owner in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by the Servicer as a payment under a Mortgage Loan.

The Owner intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

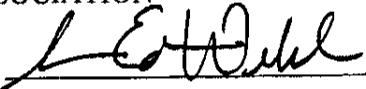
The Owner further grants to its attorney-in-fact full authority to act in any manner reasonable, proper and necessary to exercise the foregoing powers, and ratifies every such act that Servicer may lawfully perform in exercising those powers by virtue hereof.

The Servicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

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IN WITNESS WHEREOF, the Owner has executed this Limited Power of Attorney this 3<sup>rd</sup> day of November, 2008.

BANK OF AMERICA, NATIONAL  
ASSOCIATION

By: 

Title: SVP

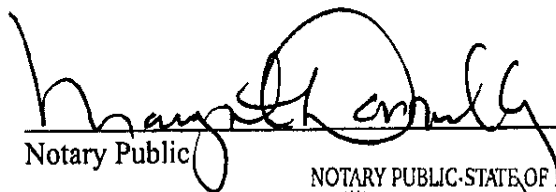
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STATE OF FLORIDA )  
 ) ss.  
COUNTY OF Duval )

On this 3 day of November, 2008, before me appeared Susan Edris Welsh, to me personally known, who, being by me duly sworn, did say that he/she resides at Ponte Vedra Beach, FL, that he/she is the Senior Vice President of Bank of America, National Association, a National Bank, the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of such company.

[Stamp]

  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Margaret Donnelly  
Commission # DD584774  
Expires: AUG. 29, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires

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