

SUBORDINATION AGREEMENT

~~WHEN RECEIVED MAIL TO:~~

WHEN RECORDED RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44115
NATIONAL RECORDING

ESCROW/CLOSING#: 245279969

SPACE ABOVE FOR RECORDERS USE

MERS Phone: 1-888-679-6377

MIN: 100015700018829586

7767446

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 Seventh day of March, 2013, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for COUNTRYWIDE HOME LOANS, INC. ("Subordinating Lender"), a corporation whose address is P.O. BOX 2026, FLINT, MI 48501-2026.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed or Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 04/16/2003 (the "Senior Lien"), and executed by DUNG THAN and THANH NGUYEN (together, the "Owner") and encumbering that certain real property located at 2945 NORTH CALIFORNIA, CHICAGO, IL 60618 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 05/30/2003 in Official Records Book N/A, Page N/A, as Instrument No. 0315041259, of the Official Records of COOK County, IL, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

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WHEREAS, Bank of America, 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 \$131410.36 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

New MTD recorded in Inst # : 1313308104 / Pg #: 14

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 of 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.

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(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 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.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for
COUNTRYWIDE HOME LOANS, INC.



Vincent Scaccio, Assistant Secretary

Property of Cook County Clerk's Office

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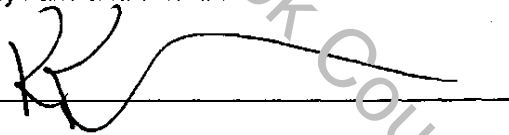
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Maryland }
COUNTY OF Anne Arundel }

On 3/11/13 (date) before me, Kathleen Ferner (notary public) personally appeared **Vincent Scaccio**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, inc. ("MERS") as nominee for COUNTRYWIDE HOME LOANS, INC. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature



ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type SUB AGREEMENT
Number of Pages 4 Date of Document 3/7/13
Signer(s) Other Than Named Above _____

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Form No. 3301 (01/08)
Short Form Commitment

ORDER NO: 7767446n
FILE NO: 7767446n
CUSTOMER REF: 245279969



Exhibit "A"

Real property in the City of **CHICAGO**, County of **COOK**, State of **Illinois**, described as follows:

LOT 58 IN HARRY B. FARGO'S SUBDIVISION OF THE NORTH 5 ACRES OF LOT 4 (BEING THE NORTH 328.69 FEET OF SAID LOT 4) ALSO THAT PART OF THE SOUTH 5 ACRES OF LOT 3 LYING WEST OF THE WEST LINE OF THE NORTH WASHTENAW AVENUE EXTENDED AND EAST OF THE EAST LINE OF THE WEST 158 FEET OF SAID LOT 3, ALL IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2945 N CALIFORNIA AVE, CHICAGO, IL 60618

APN #: 13-25-215-000-0000

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FIRST AMERICAN ELS
SUBORDINATION AGREEMENT


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Property of Cook County Clerk's Office