

### SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Mellow For Recorded Return To:

Indecomm Global Services

4500 Amon Carter Bl d

Fort Worth, TX 76155

LOAN # 150645012

ESCROW/CLOSING# 245835180

MERS Phone: 1-888-679-6377

MIN: 1001337-0001698314-3

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 / GREEMENT

This Subordination Agreement ("Agreement") is made this Fifth day of March, 2013, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. / 'MERS") as nominee for Bank of America, N.A., successor by merger to Countrywide Bank, FSB (K2 Countrywide Bank, N.A. ("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 of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 09/22/2006 (the Senior Lien"), and executed by THOMAS F TRIMBORN and SHIRLEY V TRIMBORN (together, the "Owner") and encumbering that certain real property located at 4200 VERNON AVE, BROOKFIELD, IL 60513 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 10/16/2006 in Official Records Book N/A, Page n/a, as Instrument No 0628921125, of the Official Records of COOK County, IL, as the same may have been or is to be modified prior hereto or contemporaneously herewith

## **UNOFFICIAL COPY**

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 \$211300 00\*("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"), and

\* Recorded on 05/20/2013 as Instrument # 1314008438

**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, Subordinates 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 Superior 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 or 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 instant 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

1314257631 Page: 3 of 4

## **UNOFFICIAL COPY**

(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 Bank of America, N A, successor by merger to Countrywide Bank, FSB, fka Countrywide Bank, N A

Kevin Glover, Assistant Sycretary

# **UNOFFICIAL COPY**

### **ALL PURPOSE ACKNOWLEDGMENT**

STATE OF DEPUTED COUNTY OF WELL SHOW	}	
Inc ("MESS") as nominee for Ban FSB, fka Countrywide Bank, NA satisfactory euclence) to be the instrument and adknowledged to authorized capacity(les), an that by	before me, JSO NORUGE, of MORTGAGE ELECTRONIC REGIST k of America, N A, successor by merger to personally known to me (or proved to person(s) whose name(s) is/are substructed the substruction me that he/she/they executed the substruction of the instrume person(s) acted, executed the instrument	o Countrywide Bank, me on the basis of cribed to the within ame in his/her/their
WITNESS my hand and official sea	al	and the first the state of the
Signature JUCL MCD LISA M. TANYI MOTARY PUBI STATE OF DELAN My communication excites June	Ayriz Er Lic Warie	(NOTAR YERAL)
	hough the information requested bylow is OPTIO udulent attachment of this ceruitinate to another d	
THIS CERTIFICATE <u>MUST</u> BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT	Title of Document Type	O <sub>ffic</sub>
		-

\*U03768652\* 7742 4/19/2013 78577701/2