

**Return to:**  
Wells Fargo Home Mortgage Corporation  
Attn: Default Decisioning  
1100 Corporate Center Drive  
Building B, 2<sup>nd</sup> Floor  
Raleigh, NC 27607-5066  
MAC D0203-02A

**Subordination Agreement  
FOR LOAN MODIFICATIONS OF FIRST LOANS WHERE SECOND LOAN IS HELD IN A  
TRUST ADMINISTERED BY DBNTC AND SERVICED BY WELLS FARGO**

THIS SUBORDINATION AGREEMENT ("Agreement") is made and entered into on this 22<sup>nd</sup> day of December, 2014 by Deutsche Bank National Trust Company, as Trustee for the **MORGAN STANLEY CAPITAL I INC. TRUST 2006-HE2** as the holder of the Second Loan described below (hereinafter referred to as the "Subordinated Mortgage Holder"), located at 1761 East St. Andrew Place, Santa Ana, CA 92705-4934, in favor of **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC. TRUST 2006-HE2**, and its successors and assigns, as the holder of the First Loan described below (hereinafter referred to as the "Senior Mortgage Holder"). The Agreement is binding upon the successors and assigns of the Subordinated Mortgage Holder and the Senior Mortgage Holder.

**WITNESSETH**

WHEREAS, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR WMC MORTGAGE CORP.** did loan **LUCITA ZAMORAS AND JAMES E. MESCALL** ("Borrower(s)") the sum of **\$56,000.00**, which loan is evidenced by a promissory note dated **DECEMBER 29, 2005** executed by Borrower(s) in favor **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR WMC MORTGAGE CORP. its successors and assigns** ("Second Loan") and is secured by a Deed of Trust/Mortgage of even date therewith (the "Second Mortgage") covering the property at **24 SOUTH ABERDEEN STREET #2, CHICAGO, IL 60607** the property description set forth in said Second Mortgage recorded as **INSTRUMENT NO. 0608241127** of the Official Records of **COOK** County/Parrish, State of **ILLINOIS**, and assigned to Subordinated Mortgage Holder by Assignment recorded as **INSTRUMENT NO. 1124403014** of the Official Records of **COOK** County/Parrish, State of **ILLINOIS**; and

WHEREAS, the Senior Mortgage Holder holds an existing loan ("First Loan") originated by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR WMC MORTGAGE CORP.** to Borrower(s) that is secured by a first Deed of Trust/first Mortgage ("First Mortgage") covering the property described therein and recorded as **INSTRUMENT NO. 0608241126** of the Official Records of **COOK** County/Parrish, State of **ILLINOIS**, and assigned to Senior Mortgage Holder by Assignment recorded as **INSTRUMENT NO. 1016913028** of the Official Records of the County of **COOK**, State of **ILLINOIS**; and

WHEREAS, Borrower(s) have requested that Wells Fargo Bank, N.A., acting in its capacity as originator or originator's successor or assigns and/or as servicer of the First Loan, ("First Loan Lender/Servicer") modify the First Loan held by the Senior Mortgage Holder; and

WHEREAS, First Loan Lender/Servicer has agreed to modify the First Loan for the Borrower(s) to a sum not to exceed \$541,672.74 (the "Modified First Loan") and which Modified First Loan is evidenced by the

# UNOFFICIAL COPY

THE LOAN MODIFICATION AGREEMENT] dated 2/11/15 executed by Borrower(s) in favor of **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC. TRUST 2006-HE2**, and its successors and assigns, (the "Modification Agreement") and secured by a THE LOAN MODIFICATION AGREEMENT of even date therewith (the "Modification") covering the property described in the First Mortgage (which Modification is to be recorded in the Official Records of the County/Parrish of **COOK**, State of **ILLINOIS**) IF, but only if, the Modification shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Second Mortgage and provided that Subordinated Mortgage Holder will specifically and unconditionally hereby agree to subordinate the lien or charge of the Second Mortgage to the lien or charge of the Modification.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the Subordinated Mortgage Holder agrees as follows:

1. The Modification and the Modification Agreement secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the Modification, prior and superior to the lien or charge of the Second Loan held by Subordinated Mortgage Holder.
2. Subordinated Mortgage Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Second Loan in favor of the lien or charge of the Modification held by Senior Mortgage Holder and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made to Borrowers by First Loan Lender/Servicer, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by First Loan Lender/Servicer which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. This Agreement contains the entire agreement between the parties hereto as to the Second Loan (secured by the Second Mortgage) and as to the Modified First Loan (secured by the Modification), and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this Agreement.
4. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

This Agreement shall become invalid in the event that the Modified First Loan amount exceeds \$541,672.74.

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Subordinated Mortgage Holder:  
Deutsche Bank National Trust Company, as Trustee for **MORGAN STANLEY CAPITAL I INC.**  
**TRUST 2006-HE2**

BY: \_\_\_\_\_  
Name/Title: Ronaldo R. Reyes  
Deutsche Bank National Trust Company

State of California

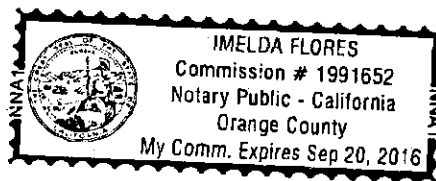
County of Orange

On 12-22-14, before me, Imelda Flores Notary Public, personally appeared Ronaldo Reyes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary signature  
Notary Public, State of California



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Exhibit A  
Property Description  
**LUCITA A. ZAMORAS**

**PARCEL 1:**

(24 SOUTH ABERDEEN, UNIT 2): THAT PART OF THE FOLLOWING PROPERTY TAKEN AS A TRACT: LOTS 32 TO 37 INCLUSIVE IN HAYES SUBDIVISION OF BLOCK 2 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE WEST 0.44 FEET OF LOT 32 LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF LOT 31 IN HAYES SUBDIVISION AFORESAID; SAID PART OF SAID TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 163.56 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 59 FEET 53 INCHES WEST ALONG THE SOUTH LINE OF SAID TRACT 16.67 FEET, THENCE NORTH 00 DEGREES 00 FEET 00 INCHES WEST 50.49 FEET TO THE NORTH LINE OF THE SOUTH 50.49 FEET OF SAID TRACT; THENCE SOUTH 89 DEGREES 59 FEET 53 INCHES EAST ALONG SAID LINE 16.67 FEET; THENCE SOUTH 00 DEGREES 00 FEET 00 INCHES EAST 50.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 17, 2003 AS DOCUMENT 0335103049. SUBJECT TO: COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS, IF ANY.