

### SUBORDINATION AGREEMENT

WHEN RECORDED, MAIL TO:

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129 W Trade Street, 9th Floor  
Charlotte, NC 28202

This document was prepared by:  
Thomas R Davis, Jr  
BANK OF AMERICA, N.A.  
6400 Legacy Drive  
Plano, TX 75024

LOAN #:

ESCROW/CLOSING#: 252T05289531064817D50152

MERS Phone: 1-888-679-6377

MIN: 100133700001449449

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 First day of July, 2015, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Bank of America, N.A., SUCCESSOR BY MERGER TO Countrywide Bank, FSB, F/K/A Countrywide Bank, N.A. F/K/A Countrywide Document Custody Services, a division of Treasury Bank, N.A., its successors and assigns ("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 07/09/2004 (the "Senior Lien"), and executed by KIMBERLY S ANDERSON and (together, the "Owner") and encumbering that certain real property located at 215 S OAK ST, PALATINE, IL 60067 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 07/22/2004 in Official Records Book N/A, Page N/A, as Instrument No. 0420413112, of the Official Records of COOK County, IL, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

Property Address: 215 S. Oak St., Palatine, IL 60067

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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 \$144300.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and *Recorded on 7/10/15 in Doc# 1519108267*

**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 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 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 Bank of America, N.A., SUCCESSOR BY MERGER TO Countrywide Bank, FSB, F/K/A Countrywide Bank, N.A. F/K/A Countrywide Document Custody Services, a division of Treasury Bank, N.A., its successors and assigns

  
Kimberly McGahee, Assistant Vice President,

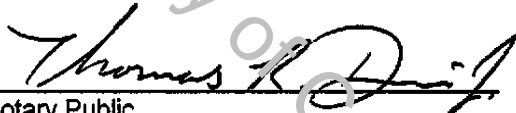
Proposed by Cook County Clerk's Office

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## TEXAS CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF COLLIN

This Instrument was acknowledged before me on 07/01/2015 by **Kimberly McGahee, Assistant Vice President**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Bank of America, N.A., SUCCESSOR BY MERGER TO Countrywide Bank, FSP, F/K/A Countrywide Bank, N.A. F/K/A Countrywide Document Custody Services, a division of Treasury Bank, N.A., its successors and assigns (Name of Corporation Acknowledging) a Delaware (State of Incorporation) corporation, on behalf of said corporation.

  
Notary Public

Print Name: Thomas R Davis, Jr  
My Commission Expires: 7/16-18



Collin County Clerk's Office

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Escrow File No.: 15313828

## EXHIBIT "A"

The following described property located in Cook County, State of Illinois to wit:

**LOT 14 IN DANIEL'S ROAD SUBDIVISION, BEING A SUBDIVISION OF THE VACATED PARTS OF DANIEL'S ROAD AND OAK STREET AND OF LOTS 3, 4, AND 5 IN BLOCK 1, LOTS 11, 12, 13, 14 AND 15 IN BLOCK 7 AND LOTS 1, 2, 3, 4, 5, 6, AND 7 OF BLOCK 8 OF ARTHUR T. MCINTOSH AND COMPANY'S PLUM GROVE ROAD DEVELOPMENT BEING IN THE WEST 1/2 OF SECTION 23 AND THE EAST 1/2 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MA7 8, 1926 AS DOCUMENT NUMBER 9268584, IN COOK COUNTY, ILLINOIS.**

**TAX ID: 02-23-113-003-0000**

**NOTE: The Property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured**

**Being that parcel of land conveyed to Kimberly S. Anderson from Stephen M. Anderson, married to Kimberly S. Anderson by that deed dated 8/29/2003 and recorded 11/21/2003 in Document no. 0332527110, of the Cook County, IL public registry.**

**Being that parcel of land conveyed to Stephen M. Anderson from Samuel Garcia and Gloria Garcia, his wife by that deed dated 10/25/1989 and recorded 10/27/1989 in deed Document no. 89511074, of the Cook County, IL public registry.**

**PARCEL NUMBER(S): 02-23-113-003-0000**