

# UNOFFICIAL COPY

Doc#: 1524055005 Fee: \$52.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/28/2015 08:35 AM Pg: 1 of 3

This Instrument Prepared By:

Sherry McCain  
Bank of America

~~When recorded mail to: #9853258~~

First American Title   
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: JOHNSON III - RECORDING SERVI

50460043

## REAL ESTATE SUBORDINATION AGREEMENT

THIS REAL ESTATE SUBORDINATION AGREEMENT ("Agreement") is executed as of 9/10/2014, by The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E ("Subordinator") having an address of 4161 Piedmont Parkway Greensboro, NC 27410, in favor of Wells Fargo Bank, N.A. ("Senior Lien Holder"), having an address for notice purposes of 1100 Corporate Center Drive Raleigh, NC 27607

WHEREAS, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by that certain Mortgage dated 10/3/2003 executed by Robert Johnson, III and Gloria D Johnson, husband and wife, with a property address of 110 S Oak Avenue Hillside IL 60162 which was recorded on 11/5/2003 in Official Records Book NA Page NA Doc# 0330942077 in the Public Records of Cook County, IL, as same may have been or is to be modified prior hereto or contemporaneously herewith, (the "The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests gathering said land, if any, as are described in the The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E Lien being called herein collectively the "Property"); and

WHEREAS, Senior Lien Holder has been requested to modify their existing loan which is secured by that certain Mortgage recorded 11/10/1993 recorded in Book NA and Page NA DOC#93915618 in Official Records of the Public Records of Cook County, IL, executed by Robert Johnson, III and Gloria D Johnson, husband and wife (jointly and severally "Borrower"), to be secured by, without limitation, a loan modification agreement (the "Senior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or other, as modified, payable to the order of Wells Fargo Bank, N.A. in the maximum principal face amount of \$78,154.50 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Senior Lien and the Obligation to contain such other terms and provisions as Senior Lien Holder and Borrower shall determine; and

NOW THEREFORE, for valuable consideration, Subordinator hereby subordinates the The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E Lien to Senior Lien, as modified, subject

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to the terms of the Agreement. The Subordinator's Lien is subordinated to Senior Lien, only to the extent of including the Principal Amount of the Obligation, interest accrued thereon and any amounts advanced pursuant to the terms of the Obligation of the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E's right in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including, but not limited to, all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditional subordinate, to the Senior Lien and the rights of Senior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Senior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Senior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.


IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:


The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E



Sherry McCain



Traci Modlin-Motley

By: 

Name: Kathy Clark  
Title: Vice President

STATE OF NORTH CAROLINA )

COUNTY OF GUILFORD )

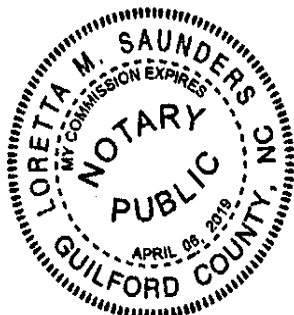
)  
) ss:

The foregoing instrument was acknowledged before me, Loretta M Saunders, the undersigned Notary Public, on this 10th day of , by Kathy Clark as Vice President of The Bank of New York Mellon FKA The Bank of New York, as successor Trustee to JP Morgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E, that (s)he as such Officer, being authorize so to do, executed the foregoing instrument for the purposes therein contained, and who personally appeared before me.



Notary Public, State of North Carolina  
My Commission Expires: 4/6/2019

(SEAL)





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**BORROWER(S): Robert Johnson III and Gloria D Johnson**

## EXHIBIT A

### PROPERTY DESCRIPTION

LOT 13 IN BLOCK 2 IN BOEGER'S SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO MADISON AND NORTHERN RAILROAD COMPANY (EXCEPT THE EAST 5 CHAINS OF THE NORTH 10 CHAINS AND EXCEPT THE WEST 136.5 FEET THEREOF) OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SUBJECT TO BUILDING, BUILDING LINE AND USE OR OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD; ZONING LAWS AND ORDINANCES; PUBLIC AND UTILITY EASEMENTS.

 JOHNSON III  
50460043  
FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT  


WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

Clerk of Cook County Clerk's Office