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Doc#. 2114545069 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/25/2021 11:24 AM Pg: 1 of 5

This instancent was prepared by: Bank of America Subordination Unit 4161 Piedmont Farkway Greensboro, NC 27410

Parcel ID 13-26-213-024-0000

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 051415XXXX

Sub#: 336941



Feal Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/29/2021, by BANK OF AMERICA, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway, Greensboro NC 27410. in favor of FIRST GUARANTY MORTGAGE CORPORATION, DBA GOODMORTGAGE.COM, ISAOA/ATIMA ("Junior Lien Holder"),

Whereas, Subordinator is the beneficiary/mortgagee/grantee under the indebtedness described in and secured by a security instrument (deed of trust, mortgage or security dead) dated 05/18/2020, executed by JAY F. RAMIREZ AND ALINA W. RAMIREZ, with a property address of: 3046 N KEDZIE AVE,CHICAGO,IL 60618 which was recorded on 07/06/2020, in Volume/Book N/A, Page N/A, and Document Number 2018821034, and if applicable, modified on N/A, in Volume/Book NA, Page NA, Document Number NA, of the land records of COOK County, IL, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering (no land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"), and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to JAY F. RAMIREZ AND ALINA W. RAMIREZ (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, mortgage or security deed (the "Junior 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 others payable to the order of FIRST GUARANTY MORTGAGE CORPORATION, DBA GOODMORTGAGE.COM, ISAOA/ATIMA in the maximum principal face amount of or not to exceed \$ 355,684.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 2.5000% for a period not to exceed 360 months], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

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Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges which may accrue thereon, and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights 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 unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior 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.

BANK OF AMERICA, N. 4

By: Louvenia Chandler

Date

03/29/2021

Its: Vice

Vice President

Individual Acknowledgment:

State/Commonwealth/District of North Carolina County/City of Guilford/Greensboro

On this the Twenty-Ninth day of March, 2021, before me, Tracy P. Lowe, the undersigned Notary Public, personally appeared Louvenia Chandler, known to me (or satisfactoril), proven) to be the person whose name is subscribed to the within instrument and acknowledged that (sinc executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 05/07/2025

TRACY P. LOWE

Notary Public Rockingham Co., North Carolina My Commission Expires May 7, 2025

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This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

State/Commonwealth/District of North Carolina County/City of Guilford/Greensboro

On this the Twenty-Ninth day of March, 2021, before me, Tracy P. Lowe, the undersigned Notary Public, personally appeared Louvenia Chandler, the Vice President of Bank of America, N.A. and that (s)he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.

TRACY P. LOWE

Notary Public
Rockingh in Co., North Carolina
My Commission Expires May 7, 2025

Signature of Person Taking Acknowledgment

Commission Expiration Date: 05/07/2025

EXHIBIT B RECORDING ESCROY AT LE INSTRUCTION

TO: CLEAREDGE TITLE, INC	DATE:	March 29, 2021
2605 ENTERPRISE ROAD E		
SUITE 270	SUB #.	336941
CLEARWATER, FL 33759	,	
Attention: TIMIKIA THOMAS	CUSTOMER LOAN #:	051415XXXX
PHONE #: 8775363390	LOAN AMOUNT:	\$0.00
CUSTOMER NAME: JAY RAMIREZ	LINE AMOUNT:	\$200,000.00

We have agreed to subordinate to the following:

Lender:	FIRST GUARANTY MORTGAGE CORPORATION, DBA GOODMORTGAGE.COM,
	ISAOA/ATIMA
Amount not to Exceed:	\$355,684.00
Term:	360
Vesting:	JAY F. RAMIREZ AND ALINA W. RAMIREZ
Conditions:	Conditions
	A 1.00 - 1.00 - 1

Additional Requirements:

- 1. 🗵 It is the responsibility of the requestor, title company and/or new lender to record the enclosed documents upon close of escrow.
- 2. Property and supplemental taxes paid current.
- 3. NO ADDITIONS OR ALTERATIONS ALLOWED TO SUBORDINATION AGREEMENT. ANY ADDITIONS OR ALTERATIONS MAY VCiD AGREEMENT. ***Exception: Permission to add the Lender Address to the Subordination Agreement if required by the Lender. Contact Bank of America immediately at (866) 384-2124 to option 1 to have instructions immediately faxed to you regarding how to obtain a revised document.
- 4.

 The Subordinations Unit provides only the subordination agreement. Please call customer service for all other information regarding the Bank of America line of credit.
- 5. Secrow / Title Instructions are <u>CANCELLED</u> if new 1st mortgage loan not funded <u>within 90 days</u>. Subordination Agreement should be returned to Bank of America.
- The Bank of America subordination document uses the term "senior" and "junior" to refer to the recording positions of the liens in question. Noting this, the document is formatted to reflect coveral things happening at once.
 - The <u>current first mortgage is to be paid off</u> and satisfied, which moves the Pank of America lien to the "senior" position.
 - The new first mortgage is recorded behind the Bank of America lien in the "jurnor" position.
 - The <u>Subordination Agreement is recorded</u>, which is Bank of America's agreement to **subordinate its lien** to the new first mortgage (move the "senior" to "junior" position).
 - Therefore, "Junior" on the 2nd page of the subordination agreement is referring to the <u>new first mortgage</u> and <u>not</u> Bank of America's line of credit. The line of credit amount will not be shown on the subordination agreement.
 - The subordination agreement is acceptable in the courthouse as formatted. No additional verbiage will be added.
- 7. A principal reduction may be required on account # 051415XXXX. If a recordable MOD is received in conjunction with the LOC reduction, the MOD is not to be recorded until the proceeds (if applicable) is applied to the LOC balance; balance not to exceed new credit limit of \$ 200,000.00.

SEND Principal Reduction Payments to:

(**) (**) Bank of America TX1-160-06-19 Attn: Payoff Dept 1950 N Stemmons FWY Sulte 6020 Dallas Infomart Dallas, TX 75207

Please ensure the check is notated to be a Principal Payment Only

8. 🛛 If escrow is canceled, agreement must be returned to reinstate original limit.

Prepared by:	Subordinations Unit Greensboro NC	
For inquires:	Home Equity Lines or Credit (HELOC) or Home Equity Loan (HELOAN)	800-669-5864
	with account numbers of 10 digits or less	
Home Equity Lines of Credit (HELOC) with account number of 14 digits		800-934-5626
	beginning with 68 and ending with 99	

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EXHIBIT "A"

The following described real estate situated in the County of Cook, in the State of Illinois, to wit:

Lot 5 in Block 16 in Avondale, being Philpot's Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 25, and of Lots 1, 2, 5 and 6 of Brand's Subdivision of the Northeast 1/4 of Section 26, all in Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3046 N Kedzie, Chicago, IL 60618 213-024

County Or Cook County Clark's Office

Parcel ID: 13-26-213-024-0000