

UNOFFICIAL COPY

0021327739

353 0137 00 001 Page 1 of 3

2002-12-03 10:49:56

Cook County Recorder 29.00



0021327739

DEWEART TITLE OF ILLINOIS
2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

This instrument was prepared by:
Bank of America Bloomington Loan Center
8300 Norman Center Drive; Ste. 1000
Bloomington, MN 55437

After recording return to:
Greensboro Service Center
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 68950304718099



**Real Estate Subordination Agreement
(Bank of America to Bank of America)**

3

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/30/2002, by Bank of America, N.A., having an address of Suite 1000, 8300 Norman Center Drive, Bloomington, MN 55437

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 4161 Piedmont Parkway, Greensboro, NC 27410

("Bank of America").

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 05/30/2001, executed by Ronald M. Clarkson and Deborah S. Clarkson,

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 0010515449, 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 the 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, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Ronald M. Clarkson and Deborah S. Clarkson, who are married to each other, (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the

STCIL-240765

UNOFFICIAL COPY

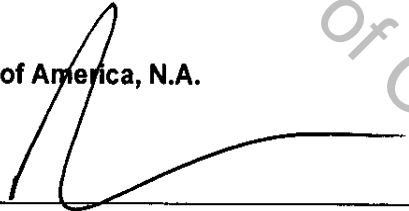
Property of Cook County Clerk's Office

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 Bank of America in the maximum principal face amount of \$ 988,426.00 (the "Principal Amount"), 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 Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the principal Amount of the Obligation 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 Bank of America'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 Bank of America 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 Bank of America 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.A.



10/30/2002

By: David LeCuyer

Date

Its: Vice President

Bank of America Acknowledgment:

State/Commonwealth/District of Minnesota

County/City of Hennepin

On this the 30th day of October, before me, Beata D Hanson
The undersigned officer, personally appeared David LeCuyer,
Who acknowledged him/herself to be 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 David LeCuyer. In witness whereof I hereunto set my hand and official seal.



Beata D Hanson
Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/31/2005

UNOFFICIAL COPY

Property of Cook County Clerk's Office

File No.: 240765

LEGAL DESCRIPTION

Lots 5 and 6 (except the west 8 feet of said lots taken for alley) in Kerfoot's subdivision of the west 3/4 of the north 1/2 of lot 15 in block 2 in Sheffield's addition to Chicago in the southwest 1/4 of section 33, Township 40 north, range 14 east of the third principal meridian, also the east 1/2 of the southwest 1/4 of the south 1/2 of lot 14 in block 2 in Sheffield's addition to Chicago (except part taken for alley), in Cook County, Illinois.

1820 24 HEZUE NORTH
Chicago, IL.

Property of Cook County Clerk's Office

PIN
14-133-302, 094, 095, and 096

UNOFFICIAL COPY

Property of Cook County Clerk's Office