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0312249215

Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 05/02/2003 01:41 PM Pg: 1 of 3

This instrument was prepared by:
BANK OF AMERICA
21000 NW EVERGREEN PARKWAY
HILLSBORO, OR 97124

After recording return to:
BANK OF AMERICA
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410
Account #: 68959001106799

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/03/2003, by Bank of America, N.A., having an address of 21000 NW EVERGREEN PARKWAY, HILLSBORO, OR 97124

("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 05/08/2001, executed by CHRISTOPHER C SCHUER AND JENNIFER L SCHUER, HUSBAND AND WIFE

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 0010585086, 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 CHRISTOPHER C SCHUER AND JENNIFER L SCHUER, HUSBAND AND WIFE (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

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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 \$ 341,950.00 (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.

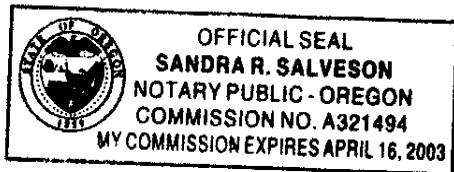
Bank of America, N.A.

By: *Patricia J. Carroll* 03/03/2003
Date
Its: VICE PRESIDENT

Bank of America Acknowledgment:

State/Commonwealth/District of OREGON
County/City of WASHINGTON / Hillsboro

On this the 3RD day of MARCH, 2003, before me, *Sandra R. Salvesson*
The undersigned officer, personally appeared *Patricia J. Carroll*
Who acknowledged him/herself to be the VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such AUTHORIZED OFFICER,
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.



Sandra R. Salvesson
Signature of Person Taking Acknowledgment
Commission Expiration Date: *04/16/2003*

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EXHIBIT "A"

THAT PART OF LOTS 18 AND 19 IN BLOCK 25 IN GLENCOE IN COOK COUNTY ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH EASTERLY LINE OF LOT 18, AFORESAID, 100 FEET NORTH EASTERLY OF THE MOST SOUTHERLY CORNER OF SAID LOT, BEING THE INTERSECTION OF THE NORTH WESTERLY LINE OF EAGLE AVENUE AND THE NORTH EASTERLY LINE OF BLUFF STREET, RUNNING THENCE NORTH WESTERLY PARALLEL WITH THE NORTH EASTERLY LINE OF BLUFF STREET 150 FEET; THENCE NORTH EASTERLY PARALLEL WITH THE NORTH EASTERLY LINE OF EAGLE AVENUE 50 FEET; THENCE SOUTH EASTERLY PARALLEL WITH THE NORTH EASTERLY LINE OF BLUFF STREET 150 FEET TO THE SOUTH EASTERLY LINE OF LOT 18 AFORESAID THENCE SOUTH WESTERLY ALONG THE NORTH WESTERLY LINE OF EAGLE AVENUE AND THE SOUTH EASTERLY LINE, AFORESAID, LOT 18.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Being that parcel of land conveyed to Christopher C. Schuer and Jennifer L. Schuer, husband and wife, not as joint tenants not as tenants in common but as tenants by the entirety from Glenn Gibney and Lynnette Gibney, husband and wife by that deed dated 03/24/2000 and recorded 03/30/2000 in Document No. 00224229 of the COOK County, IL Public Registry.

Tax Map Reference: 05-07-110-019-0000