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Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 05/08/2003 10:50 AM Pg: 1 of 3

STEWART TITLE OF ILLINOIS 2 NORTH LASALLE STREET, SUITE 1920 CHICAGO, IL 60602

This insurant 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 #: 68951000867899

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

0312814154

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/16/2003 , 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 02/15/2002, executed by Darryl E. Gray and Annette Gray, who are married to each other,

and which is recorded in Volume/Book 0, Page 0, and if applicable, Document Number 0020412909, 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 Darryl E. Gray and Annette Gray, 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

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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 \$ 115,336.00 (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 mainer 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.

Lynne Olson

4/16/2003

Its:

By:

Vice President

Bank of America Acknowledgment:

State/Commonwealth/District of Minnesota

County/City of Hennepin

The Clark's On this the 16th day of April, before me, Beata D. Hanson The undersigned officer, personally appeared Lynne Olson,

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 Lynne Olson. In witness whereof I hereunto set my hand and official seal.

BEATA D HANSON NOTARY PUBLIC - MINNESOTA

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

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SCHEDULE A ALTA Commitment File No.: 284414

LEGAL DESCRIPTION

The North ½ of Lot 31 and all of Lot 32 in Block 4 in Shekleton Brothers 3rd Addition, being a subdivision of part of the South West ¼ of the North East 1/4 of Section 16, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Int 15-110-209-045 Proberty of County Clerk's Office