

UNOFFICIAL COPY



Doc#: 0331017100
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 11/06/2003 11:44 AM Pg: 1 of 3

This instrument was prepared by:
Bank of America, N.A.
8300 Norman Center Drive
Bloomington, MN 55437

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68951000995799

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/30/2003, by Bank of America, N.A., having an address of 8300 Norman Center Drive, Bloomington, MN 55437

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

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 09/25/2002, executed by Robert Todd Hergenrader and Stephanie Hergenrader, who are married to each other,

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 0030218551, 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 Robert T. Hergenrader aka Robert Todd Hergenrader and Stephanie J. Hergenrader aka Stephanie Hergenrader, 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

BAM-308MS Old (for use in all states except AL, AZ, CA, DC, DE, GA, HI, ID, IN, MA, ME, NC, NV, OR, PA, SC, SD, VA, WA)

00-12-2395NSBW 04-2003

57
P3
5-
my
JH

UNOFFICIAL COPY

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 \$ 210,000.00 (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.

Lynne Olson

6/30/2003

By: Lynne Olson

Date

Its: Vice-President

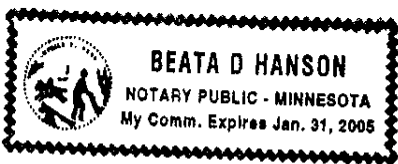
Bank of America Acknowledgment:

State/Commonwealth/District of Minnesota

County/City of Hennepin

On this the 30th day of June, 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
Signature of Person Taking Acknowledgment
Commission Expiration Date: 1/31/2005



UNOFFICIAL COPY

Exhibit A
Legal Description

The following described property situate in the County of Cook, in the State of Illinois, to wit:

Unit 3-A, delineated on a survey of the following described parcel of real estate (hereinafter referred to as parcel):

The west $\frac{1}{2}$ of Lots 46 and 47 in Block 4 in subdivision of East $\frac{1}{2}$ of Block 10 in Sheffield's Addition to Chicago, a subdivision in the west $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian.

Tax ID #: 14-32-223-033-1003

Property Address: 2059 North Seminary Avenue 3A,
Chicago, IL 60614