Doc#: 0333713165

Eugene "Gene" Moore Fee: \$28.50 Dook County Recorder of Deeds Date: 12/03/2003 03:31 PM Pg: 1 of 3

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

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

1479981

This Real Estate Subordination Agreement ("Agreen eric") is executed as of 02/04/2003 , by Bank of America, N.A., having an address of Suite 1000, 8300 No. man 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 indebtraness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 01/15/2002, executed by Charlene V. Zmich

and which is recorded in Volume/Book 0, Page 0, and if applicable, Document Number & 20235472, 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 Charlene V. Zmich, an unmarried person, (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 \$ 159,982.00 (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 ip 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 of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall intre 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 cuccessors and assigns.

Bank of America, N.A.

By: David LeCuyer Date

2/4/2003

Its:

Vice President

Bank of America Acknowledgment:

State/Commonwealth/District of Minnesota

County/City of Hennepin

DE CLOTT'S On this the 4th day of February, 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, NA, 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 where the hereunto set my hand and official seal.



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

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Exhibit "A"

LOT 18 IN THE RESUBDIVISION OF LOTS 4, 5, AND 6, IN LADD'S GARDEN QUARTER STREAMWOOD IN SECTION 13, TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED APRIL 22, 1977 AS DOCUMENT NUMBER 23898163, IN COOK COUNTY, ILLINOIS.

APN# 56133130190000

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The Or Cook County Clark's Office