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Doc#: 0336319097
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 12/29/2003 02:18 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 Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68959001141499

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/05/2003, by Bank of America, N.A., having an address of 21000 NW EVERGREEN PARKWAY HILLSBORO, 97124

("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 09/06/2001, executed by VERONIKA H BALINGIT AND ALEJO BALINGIT, MARRIED TO EACH OTHER

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 0011201157, 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 ALEJO BALINGIT AND VERONIKA H BALINGIT, 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

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)

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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 \$ 215,600.00 (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.

Patricia J. Carroll
By: Patricia J. Carroll Date 11/05/2003
Its: VICE PRESIDENT

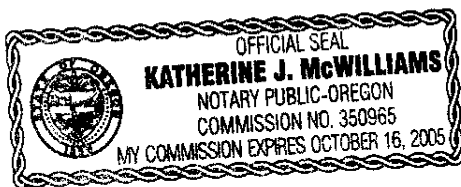
Bank of America Acknowledgment:

State/Commonwealth/District of OREGON

County/City of WASHINGTON

On this the 05TH day of NOVEMBER, 2003, before me, *Katherine J. McWilliams*
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.

Katherine J. McWilliams
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10-16-05



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EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

UNIT 113, AND OP8 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERSECTION IN THE COMMON ELEMENTS IN METRO POINTE LOFT CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96487857, IN THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Being that parcel of land conveyed to Alejo Balingit and Veronika Balingit, husband and wife, not as joint tenants or tenants in common, but as tenants by the entirety from Anthony Jalovec, a bachelor by that deed dated 12/15/2000 and recorded 12/22/2000 as Instrument Number 0001007152 of the COOK County, IL Public Registry.

Tax Map Reference: 14-06-404-032-1013 (condo)

Tax Map Reference: 14-06-404-032-1062 (garage)