

# UNOFFICIAL COPY



Doc#: 0405116134  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 02/20/2004 11:10 AM Pg: 1 of 3

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This instrument was prepared by:  
Bank of America  
9000 Southside Blvd, Bldg 700  
Jacksonville, Florida 32256

After recording return to:  
Bank of America  
9000 Southside Blvd., Bldg 700  
Jacksonville, Florida 32256  
Account #: 68959001126299

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/02/2003, by Bank of America, N.A., having an address of 9000 Southside Blvd, Bldg 700, Jacksonville, Florida 32256

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of P.O. Box 1675, Coraopolis, PA 15108

("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 07/18/2001, executed by EDWARD S FRIEDMAN AND JUDY FRIEDMAN, HIS WIFE

and which is recorded in Volume/Book \_\_\_\_\_, Page \_\_\_\_\_, and if applicable, Document Number 0020264621, 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 EDWARD S FRIEDMAN AND JUDY FRIEDMAN, HIS 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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JMK

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<b>Customer Name:</b>	<b>EDWARD S FRIEDMAN</b>
<b>Application #:</b>	<b>7064976710</b>

**Exhibit A (Legal Description)**

**LOT 1 IN SEMAR SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Being that parcel of land conveyed to Edward S. Friedman and Judy Friedman, his wife from Mount Prospect State Bank by that deed dated 05/11/1989 and recorded 05/15/1989 in Document No. 89216570 of the COOK County, IL Public Registry.**

**Tax Map Reference: 04-20-201-037-0000**

Property of Cook County Clerk's Office

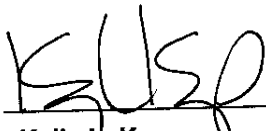
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indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America in the maximum principal face amount of \$ 241,995.00 (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.**

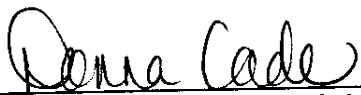
  
 By: Kelly L. Knapp 10/02/03  
 Its: AVP of Loan Solutions Date

**Bank of America Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 2nd day of October, 2003, before me, Donna Cade  
 The undersigned officer, personally appeared Kelly L. Knapp,  
 Who acknowledged him/herself to be the AVP of Loan Solutions of Bank of America, N.A., and that (s)he,  
 as such AVP of Loan Solutions,  
 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 AVP of Loan Solutions. In witness whereof I  
 hereunto set my hand and official seal.

  
**Signature of Person Taking Acknowledgment**  
 Commission Expiration Date: 08/28/2006

