# UNOFFICIAL CO



Doc#: 0405735062

Eugene "Gene" Moore Fee: \$50.00 Cook County Recorder of Deeds

Date: 02/26/2004 09:19 AM Pg: 1 of 3

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**Bank of America** 

Real Estate Subordination Agreemer (Bank of America to Third Party)

This instrument was prepared by and after recording returned to:

Bank of America, N. A. Attn: Charles Nicometo P. O. Box 9000 Getzville, NY 14068 Account # 6312454397

This Real Estate Subordination Agreement ("Agreement") is executed as of February 16, 2004, by Bank of America, NA, having an address of, 475 CrossPoint Parkway, Getzville, NY 14068 ("Subordinator"), ir favor of Bank of America, NA, having an address for Legal Description:

Lot 35 and the South 9 feet of Lot 36 in Block 14 in Austin Park, being a Subdivision of the East 1/2 of the southwet 1/4 of Section 17, Towniship 39 North, Range 13 East of the third Principal Meridian, ir. Cock County, Illinois.

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in a no secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated September 12, 2003, executed by Eanier Cornell and Jennifer Browning and which is recorded in Volume/Book n/a, Page n/a, and if applicable, Document Number 0331 2078, of the land records of Cook County, Illinois, as same may have been or is to be modified prior hereto or contemporaneously herew.in ('he "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding aid land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to Daniel Cornell and ennifer Browning, (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt r mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the ayment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the der of Bank of America, NA, in the maximum principal face amount of \$216,000.00 (the "Principal Amount") [For North Carolina only bearing interest and payable as therein provided at the maximum rate of n/a for a period not to exceed n/a months], including

hereas, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien will be a superior lien;

w Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the derstanding by Subordinator that Junior Lienholder will rely hereon in making the Obligation, Subordinator agrees and covenants that Senior Lien and the rights of Subordinator thereunder and all other rights of Subordinator now or hereafter existing in or with respect he property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and rights of Junior Lienholder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of

BOX 333-C

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This Subordination Agreement is limited to an amount of \$216,000.00, which is the original amount of the Junior Lienholder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lienholder's rights in the Property. This Agreement shall insure to the benefit of Junior Lienholder and be binding upon Subordinator, its successors and assigns and shall representatives, successors and assigns.

<del>go</del> .	, and their respective heirs, personal
Bank of America, NA	
By: Manual Date    Jacqueline M. Pa. arr)   Its: Assistant Vice President	
Bank of America, NA Acknowledgemen c	
State of New York }	
County of Erie } SS.:	
Notary Public, 5 Qualified in N	hin instrument and acknowledged to me that he/she/they ature(s) on the instrument, the individual(s), or the person NNIETHE
(Do not write below this time	3
(Do not write below this line. reserved for recordi	ng.)
	Co

Loan Account No.: 6312454397

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### **UNOFFICIAL COPY**



## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008194056 SK

STREET ADDRESS: 1172 SOUTH TAYLOR AVENUE

CITY: OAK PARK COUNTY: COOK

TAX NUMBER: 16-17-329-009-0000

#### LEGAL DESCRIPTION:

LOT 35 AND THE SOUTH 9 FEET OF LOT 36 IN BLOCK 14 IN AUSTIN PARK, BEING A TOP Th. SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 LACT OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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02/20/04