



Doc#: 0416631101  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 06/14/2004 11:57 AM Pg: 1 of 4

(Do not write above this line. This space is reserved for recording.)

#68959001065899

**Bank of America**

**Real Estate Subordination Agreement  
(Bank of America to Third Party)**

This instrument was prepared by and after recording return to:

**Bank of America, N.A.**  
P.O. Box 26865  
Richmond, VA 23261-7025  
Attn: Portfolio Administration

This Real Estate Subordination Agreement ("Agreement") is executed as of June 10, 2004, by **Bank of America, N.A.**, formerly known as NationsBank, N.A. ("Bank of America"), having an address of P.O. Box 26865 Richmond, VA 23261-7025 ("Subordinator"), in favor of RBMG Inc., having an address for notice purposes of \_\_\_\_\_ (Junior Lienholder).

**Whereas**, **Bank of America** 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 September 28, 2000, executed by Valentin Roytenberg and Alla Roytenberg and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document# 00814750, of the land records of Cook County, Illinois, 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 hereon collectively, the "**Property**"); and

**Whereas**, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to Valentin Roytenberg and Alla Roytenberg (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 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 RBMG Inc. in the maximum principal face amount of \$252,500.00 (the "**Principal Amount**"), including provisions for acceleration and payment of collection costs (the "**Obligation**"); and

**Whereas**, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien be superior to the Senior Lien;

MAIL TO:  
RESIDENTIAL TITLE SERVICES  
1910 S. HIGHLAND AVE.  
SUITE 202  
LOMBARD, IL 60148

# UNOFFICIAL COPY

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

This Subordination Agreement is limited to an amount of **\$252,500.00**, 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 inure to the benefit of Junior Lienholder and be binding upon Bank of America, its successors and assigns and shall be binding upon any purchaser or purchasers (at foreclosure or otherwise) of the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

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Valeria Jones  
Witness name: Valeria Jones

Sylvia C. Harris  
Witness name: Sylvia C. Harris

Bank of America, N. A.

By: George F. Harrison  
George F. Harrison  
Vice President

seal

Bank of America, N.A. Acknowledgment:

Commonwealth of VIRGINIA

County of HENRICO / City of RICHMOND

On this the 10th day of June, 2004, before me, Veronica A. McCall, the undersigned officer, personally appeared George F. Harrison, who acknowledged him/herself to be the Vice President of Bank of America, N.A., a national association, 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 Vice President. in witness whereof I hereunto set my hand and official seal.

Veronica A. McCall  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: October 31, 2006

seal

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Property of Henrico County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT "A"**

**PARCEL 1: PART OF LOT 1 IN NORTHBROOK MEWS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 87622042 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF EXCEPTION TO BLANKET EASEMENT NO. 2, AS DELINEATED ON THE PLAT OF SAID SUBDIVISION, THENCE 89 DEGREES, 42 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID EXCEPTION TO BLANKET EASEMENT NO. 2, A DISTANCE OF 64.90 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 42 MINUTES, 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 25.48 FEET; THENCE SOUTH 00 DEGREES, 18 MINUTES, 00 SECONDS EAST, A DISTANCE OF 86.33 FEET TO A POINT ON THE SOUTH LINE OF SAID EXCEPTION TO BLANKET EASEMENT NO. 2; THENCE NORTH 83 DEGREES, 59 MINUTES, 10 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 25.64 FEET; THENCE NORTH 0 DEGREES, 18 MINUTES, 00 SECONDS WEST, A DISTANCE OF 83.51 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. PARCEL 2: NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION FOR NORTHBROOK MEWS TOWNHOMES DEVELOPMENT RECORDED NOVEMBER 19, 1987, AS DOCUMENT NO. 87622043, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.**

PARCEL ID NUMBER: 04-04-302-077-0000

COMMONLY KNOWN AS: 2748 THE MEWS STREET  
NORTHBROOK, IL 60062