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Doc#: 0421505225
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/02/2004 12:12 PM Pg: 1 of 3

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Bank of America

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

This instrument was prepared by and after recording returned to:

Bank of America, N. A.
Attn: NY2-001-01-23
P. O. Box 9000
Getzville, NY 14068
Account # 6711789542

This Real Estate Subordination Agreement ("Agreement") is executed as of **June 29, 2004**, by **Bank of America, N.A.**, having an address of, 475 CrossPoint Parkway, Getzville, NY 14068 ("Subordinator"), in favor of **Wells Fargo Bank, N.A.**, having an address for notice of purposes of **P.O. Box 5708, Springfield, Ohio 45501** ("Junior Lienholder").

Legal Description:
SEE EXHIBIT "A"

FIRST AMERICAN TITLE

CARDER #

76829

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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 **May 13, 2003**, executed by **Pardis Zomorodi** and which is recorded in Volume/Book **N/A**, Page **N/A**, and if applicable, Document Number **0316402157**, 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 herein collectively, the "Property"); and

Whereas, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to **Pardis Zomorodi**, (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 **Wells Fargo Bank, N.A.**, in the maximum principal face amount of **\$298,000.00** (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 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 will be a superior lien;

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Subordinator that Junior Lienholder will rely hereon in making the Obligation, Subordinator agrees and covenants that the Senior Lien and the rights of Subordinator thereunder and all other rights of Subordinator 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

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This Subordination Agreement is limited to an amount of **\$298,000.00**, 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 be binding upon any purchaser (at foreclosure or otherwise) of the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

Bank of America, N.A.

By: Jacqueline M. Panaro 6/29/04 Date
Jacqueline M. Panaro
Its: Assistant Vice President

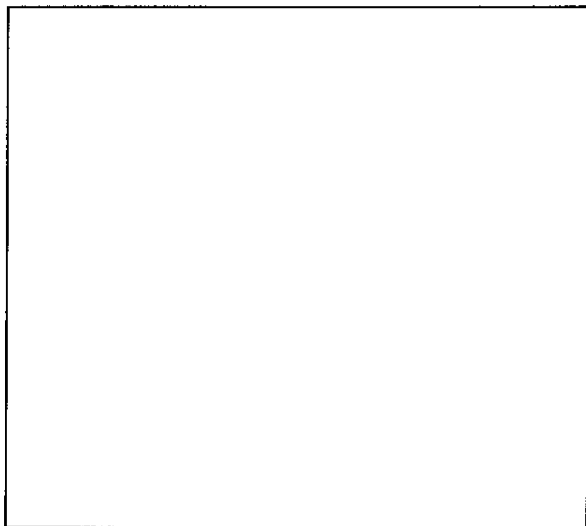
Bank of America, N.A. Acknowledgement

State of New York }
 } SS.:
County of Erie }

On the 29 day of **June** in the year 2003, before me, the undersigned, a notary public in and for said State, personally appeared **Jacqueline M. Panaro, Assistant Vice President**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Kristen Niehe
Notary Public **KRISTEN NIEHE**
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01NI5080387
My Commission Expires 6.16.07

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Parcel 1: Unit E-38 in the Harbor Square at Burnham Place Condominium as delineated on a survey of the following described Real Estate: A portion of Lot 1 in Central Station Resubdivision, being a Resubdivision in the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit E to the Declaration of Condominium recorded as Document Number 93557312, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: Perpetual non-exclusive easement to and for the benefit of Parcel 1 and 2 for ingress and egress in, to, over and across Lots 2, 3 and 77 as created and set out in the Plat of Resubdivision recorded as Document Number 93064835 and as further created by Trustee's Deed dated January 25, 1993 as Document Number 93107422 in Cook County, Illinois.

Permanent Index #'s: 17-22-109-138-1022 Vol. 0512

Property Address: 1511 South Indiana Avenue, Unit F, Chicago, Illinois 60605

Property of Cook County Clerk's Office