

# UNOFFICIAL COPY



Doc#: 0426805041  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/24/2004 01:11 PM Pg: 1 of 4

FIRST AMERICAN TITLE

911536 8/4

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

#68951001068099

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 08/26/2004, 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 HARRIS TRUST & SAVINGS BANK, 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 4/2/2003, executed by RICHARD L. BAUCOM and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document# 0317234107, 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**, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to RICHARD L. BAUCOM, INDIVIDUAL (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 HARRIS TRUST & SAVINGS BANK in the maximum principal face amount of \$236,200.00 (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;

4/1/04

# UNOFFICIAL COPY

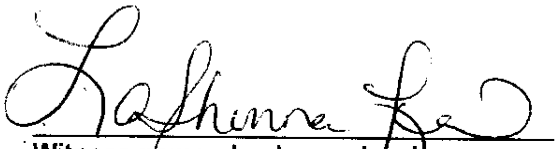
**Now, Therefore,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Bank of America that Junior Lienholder will rely hereon in making the Obligation, Bank of America agrees and covenants that the Senior Lien and the rights 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 **\$236,200.00**, 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.

Property of Cook County Clerk's Office

#68951001068099


# UNOFFICIAL COPY

  
Witness name: Lashonna Lewis

  
Witness name: Tiffany Spurlock

Bank of America, N. A.

By:

  
Brian McCahill  
Vice President

seal

Bank of America, N.A. Acknowledgment:

Commonwealth of VIRGINIA

County of HENRICO / City of RICHMOND

On this the Twenty-Sixth day of August, 2004, before me, Takisha Anderson, the undersigned officer, personally appeared Brian McCahill, 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.



Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/31/2007

seal

#6295 1001068099

Property Clerk's Office

# UNOFFICIAL COPY

## Legal Description:

UNIT 610 IN 540 NORTH LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON SURVEY OF LOTS 29 (EXCEPT THAT PORTION TAKEN FOR STREET PURPOSES IN CASE 82L11163) AND LOT 30 AND THE WEST 1/2 OF LOT 43 IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1980 AND KNOWN AS TRUST NUMBER 49037 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 92468797 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

P-A: 540 N. Lake Shore Dr. unit 610  
Chicago, IL 60611

PIN: 17-10-211-021-1059

Cook County Clerk's Office