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Doc#: 0429702291

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 10/25/2004 01:11 PM Pg: 1 of 2

FIRST AMERICAN TITLE

ORDER #

This instrumer, was prepared by: Bank of America, N A. 2727 South 48th Sire et Tempe, AZ 85282 After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 6895900117

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/31/2004 , by Bank of America, N.A., having an address of 2727 South 48th Street Tempe, AZ 85282

2)

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410

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 51/17/2002, executed by CLIFFORD A LEWIS AND LAURA L LEWIS, TRUSTEES OF THE LAURA LEWIS TRUST AGREEMENT TRUST DATED 01/29/1998

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 0020072335, 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 CLIFFORD A LEWIS AND LAURA L LEWIS, TRUSTEES OF THE LAURA LEWIS TRUST AGREEMENT TRUST DATED 01/29/1998

(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

BAM-308MS Old

(for use in all states except AL, AZ, CA, DC, DE, GA, HI, ID, IN, MA, ME, NC, NV, OR, PA, SC, SD, VA, WA)

00-12-2395NSBW 04-2003

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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 \$83,700.00 (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 Senjor 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 a vith 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 manne 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.

Dave Mitchell By:

08/31/2004

Vice President Its:

Bank of America Acknowledgment:

State/Commonwealth/District of Arizona

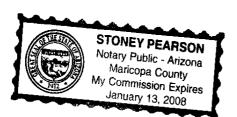
County/City of Maricopa

Dis Clarks On this the Thirtyfirst day of August, before me, Stoney Pearson

The undersigned officer, personally appeared Dave Mitchell,

Who acknowledged him/herself to be the Vice-President of Bank of America, N.A., 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 Dave Mitchell. In witness whereof I hereunto set my hand and official seal.



Signature of Person Taking Acknowledgment

Commission Expiration Date: 01/13/2008