This instructed was prepared by: Bank of America Ponna Cade 9000 Southside Blva Bldg 700 Jacksonville, FL 32756 Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 ext. 5011
Account #: 68959001173699 /6828299948

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

aprit au- 31-301-022-000

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/26/2006, by Bank of America, N.A., having an address of 9000 Southside Blvd, Blug 700 Jacksonville, FL 3225

("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 rescribed in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 01/09/2002, executed by CHRISTOPHER J GLOMBICKI, DIVORCED AND NOT SINCE REMARRIED

and which is recorded in Volume/Book 2238, Page 290, and if applicable, Document Number 0020249172, 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 CHRISTOPHER J GLOMBICKI, DIVORCED AND NOT SINCE REMARRIED (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

(for use in AR, CO, CT, FL, GA, iA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NY, OK, SC, TN, TX, and VT)

0626421015 Page: 2 of 4

UNOFFICIAL COPY

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 \$ 175,152.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed months], 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 Senior 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 incurance 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 or with 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 subcritinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the banefit 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/	
	Dly	iwo witness signatures required in CT, FL, GA, SC and TN 8/26/06
Ву:	Shane Rogers	Cuate
lts:	VP OF National Post Closing	- Was My
		Witness Signature
		Melody Ler.
		Typed or Frinted Name
		Witness Signature
		Beth Rowe
		Typed or Printed Name
Bank of America Acknowledgment:		Notary Public - Sate of Florida 1 - My Commission Exp res Aug 28, 2010
State/Commonwealth/District of FLORID		Commission # DD 547388 Bonded By National Notary Assn.

County/City of DUVAL

On this the 26 day of August 2006, before me, DONNA CADE, NOTARY PUBLIC the undersigned officer, personally appeared Shane Rogers , who acknowledged him/herself to be the VP of National Post Closing of Bank of America, N.A., and that (s)he, as such VP of National Post Closing , 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 VP of National Post Closing . In witness whereof I hereunto set my hand and official seal.

Witness to Acknowledgment (South Carolina Only)

Signature of Person Taking Acknowledgment

(for use in AR, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NY, OK, SC, TN, TX, and VT)

0626421015 Page: 3 of 4

UNOFFICIAL COPY

Commission Expiration Date: 8/28/2006

Property of County Clark's Office

(for use in AR, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NY, OK, SC, TN, TX, and VT)

0626421015 Page: 4 of 4

UNOFFICIAL COPY

Order ID1790717

Loan Number: 6828299948

EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

NOIS,

IT 185 PN WES 1.

SCTION-51, TOWNS.

O THE PLAT PUREOF.

(ILLINOIS.

APN: 06-31-304-022-000)