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Doc#: 0700835652 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2007 02:12 PM Pg: 1 of 4

31823

Real Estate Subordination Agreement
Instrument

Return To:
K & M Title Co.
5455 Sheridan Road, Ste. 101
Kenosha, WI 53140


16-06-406-013
Parcel Identification Number (PIN)

Senior Title
Services, Inc.

7608-0010

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This instrument was prepared by
Genise Sillemon


Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #:6926996403

31823

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/06/06
, by Bank of America, N.A., having an address of 1201 Main St. Dallas, TX 75202

("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 08/01/06, executed by.

and which is recorded in Volume/Book N/A Page N/A, and if applicable, Document Number R2006-108398, of the land records of Will 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 Bank of America (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 Bank of America in the maximum principal face amount of \$ 417,000.00 (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 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 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 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 subordinate, to the Junior Lien and the rights of

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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 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.

Bentley
By: BEVERLY GENTRY Date 12-28-06
Its: VICE PRESIDENT

Bank of America Acknowledgment:

State/Commonwealth/District of Dallas

County/City of Dallas

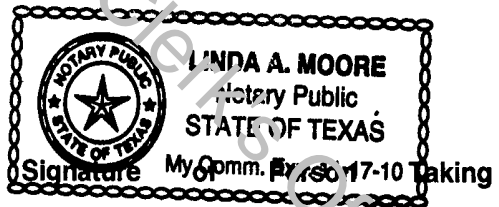
On this the 28th day of December, 2006 before me,
The undersigned officer, Beverly Gentry personally appeared

Who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such

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 . In witness whereof I hereunto set my hand and official seal.

Linda A. Moore

Acknowledgment



Commission Expiration Date:

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Legal Description
K & M Title File No.: 31823
STCI File No.:

LEGAL DESCRIPTION

The South half of Lot 6 in Block 1 in Oak Park Highlands, a Subdivision of Lots 2 in Circuit Court Partition being a Subdivision of the North half of the Southeast quarter of Section 6 and the Northeast quarter of the Southwest quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 800 North Elmwood
Oak Park, IL 60302

Permanent Index Number: 16-06-406-C15

Property of Cook County Clerk's Office