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Doc#: 0717342051 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2007 08:53 AM Pg: 1 of 5

Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT

837838
Wedlow St
2/2

[Handwritten signature]

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This instrument was prepared by:
 Bank of America
 ASAP Resolution Department
 475 Crosspoint Parkway
 Getzville, NY 14068

After recording return to:
 Bank of America
 ASAP Resolution Department
 PO Box 9000
 475 Crosspoint Parkway
 Getzville, NY 14068
 Account #: 0019109578

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of **May 17, 2007**, by Bank of America, N.A., having an address of 475 Crosspoint Parkway, Getzville, New York 14068 ("Subordinator"), in favor of **MortgageIT, Inc.**, ("Junior Lien Holder"), having an address for notice purposes of **33 Maiden Lane, 6th Floor, New York, New York 10038**.

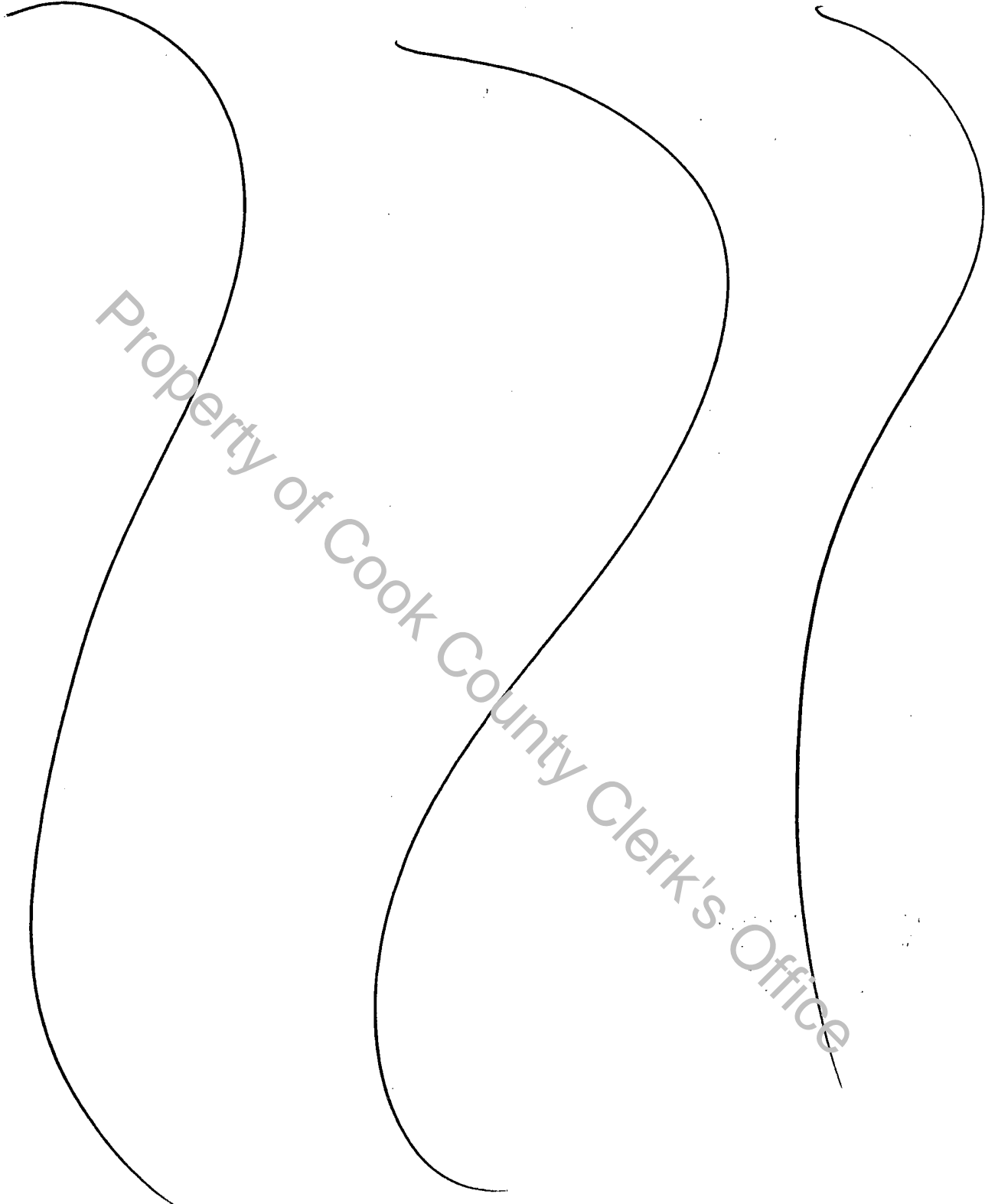
Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated **June 29, 2006**, executed by **Allen F. Browne and Nancy J. Browne** and which is recorded in Volume/Book n/a, Page n/a, and if applicable, Document Number **0619543011**, 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 Lien Holder has been requested to make a loan, line of credit or other financial accommodation to **Allen F. Browne and Nancy J. Browne** (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 **MortgageIT, Inc.** in the maximum principal face amount of **\$ 457,000.00** (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"); the Junior Lien and the Obligation to contain such other terms and provisions as the Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to the 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 Junior Lien Holder'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 Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

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

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This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder 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.

Two witness signatures required in CT, FL, GA, SC and TN


By: Sheila Pellnat
Title: Assistant Vice President

5-18-07
Date

WITNESS SIGNATURE

TYPED OR WRITTEN NAME

WITNESS SIGNATURE

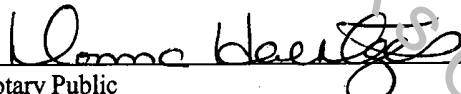
TYPED OR WRITTEN NAME

Corporate Acknowledgment:

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

On the 18th day of May in the year 2007, before me, the undersigned, a notary public in and for said State, personally appeared **Sheila Pellnat 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.

DOMINA HENNINGES, REG #011143098800
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Nov. 17, 2009


Notary Public

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

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STREET ADDRESS: 360 E. RANDOLPH STREET UNIT 2008
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-10-318-031-1152

LEGAL DESCRIPTION:

PARCEL 1: UNIT 2208 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, WITH A LINE 564.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, AND A SOUTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 5TH DAY OF JUNE, 1972, AS DOCUMENT NUMBER 21925615, AND RUNNING THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 72.191 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 42.00 FEET; THENCE NORTH ALONG A LINE 606.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 105.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 179.065 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH FIELD BOULEVARD, 98.00 FEET WIDE, AS SAID NORTH FIELD BOULEVARD IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER, 1969; THENCE SOUTH ALONG SAID WEST LINE OF NORTH FIELD BOULEVARD A DISTANCE OF 159.574 FEET TO A POINT 20.00 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID WEST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID SOUTHWARD EXTENSION OF SAID WEST LINE WITH THE NORTH LINE, EXTENDED EAST, OF SAID EAST RANDOLPH STREET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 28.13 FEET TO A POINT ON SAID NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, DISTANT 20.00 FEET, MEASURED ALONG SAID NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET, WEST FROM THE POINT OF INTERSECTION OF SAID NORTH LINE, EXTENDED EAST, WITH THE SOUTHWARD EXTENSION OF SAID WEST LINE OF NORTH FIELD BOULEVARD; AND THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET EXTENDED EAST, A DISTANCE OF 201.095 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1994 AND KNOWN AS TRUST NUMBER 118330-01 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 94993981, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENT P-31 AS SET FORTH IN DECLARATION AND DELINEATED ON THE SURVEY ATTACHED THERETO.