Doc#: 0733401186 Fee: \$50.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 11/30/2007 02:58 PM Pg: 1 of 3

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

Bank of America

Real Estate Subordination Agreem...
(Bank of America to Bank of America)

PARCEL TAX MAP ID NO. 14-08-412-040-1279

This instrumer, was prepared by and after recording returned to:

Bank of America N. A. Collateral Tracking
9000 Southside Bird, Rldg 700

Jacksonville, FL 32256

Loan Account being subcreticated#: 68951001890599

CRESS/HFS File No. 5505726 New Senior Loan Acct # 6797248124



MENON, SIVA K

Record and Return To: Fisery Lending Solutions P.O. BOX 2590 Chicago, IL 60690

This Real Estate Subordination Agreement" is executed as of 10/12/2007, by Bank of America, N.A., having an address of 21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121 ("Subordinator"), in favor of Bank of America, N.A., having an address for 1 otice purposes of: Bank of America, 4161 Piedmont Parkway, Greensboro, NC 27410 ("Bank of America, N.A."),

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 n ortgage) dated 04/13/2006 executed by Shalini Nayar and Siva K Menon, married to each other and which is recorded on 05/09/2006 as instrument number 0612922183, and if applicable, of the land or torrens records of Cook Cookty, State of IL as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"),

encumbering the land described in therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senice Lien being called herein collectively, the "Property"; and

Whereas, Bank of America has been requested to make a loan, line of credit of other financial accommodation to Siva K. Menon and Shalini Nayar, married to each other, as tenants by the excitety (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or 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 the Bank of America in the maximum principal face amount of \$128,000.00 (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 a celeration 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 Senior Lien, are and shall remain completely and unconditionally subordinate, 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.

'0733401186 Page: 2 of 3

UNOFFICIAL COPY

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.	Date:	10/12/2007	
By: Natalie Lina		Witnesses (as required)	
Printed name: Natalie Lins			
Title: Assistant Vice President		Printed Name:	
		Printed Name:	
// /			

State of MISSOURI City of St. Louis

Bank of America Acknowledgement

On this the 12th day of October, 2007, before me, Kathy S Biver the undersigned officer, personally appeared Natalie Lins who, being duly sworn by me, acknowledged him/herself to be the Assistant VICE IRL SIDENT of Bank of America, N.A., and that (s)he, as such Assistant VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as Assistant VICE PRESIDENT.

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

(SEAL)

KATHY S. BIVER

Notary Public - Notary Seal State of Missouri, St. Louis County Commission # 04623479 My Commission Expires: Dec. 13, 2008 Signature of Ze on Taking Acknowledgement Printed name: Ke ty S Biver / / / S

Commission Expiration Date: 12

1831 Chestnut St., 6th El St. Louis, MO 63103

The following states must have Trustee sign Subordination Agreement: DC and VA.

0733401186 Page: 3 of 3

UNOFFICIAL COPY

Customer Name:

SIVA K MENON

Application #:

6797248124

Exhibit A (Legal Description)

PARCEL 1:

UNIT(S) 828 AND H-20 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SHORELINE PARK CONDOMINIUM AS DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED JULY 6, 2001 AS DOCUMENT NO. 0010594079, AS AMENDED FROM TIME TO TIME, IN SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE PACHT IN AND TO STORAGE UNIT 71-70, A LIMITED COMMON ELEMENT, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM

DELA.
CORDED 0.

aing that parcel of land 0.

com Shoreline Park of Chicag;
Document No. 0316347028 of the Cou.

Tax Map Reference: 14-08-412-040-127/
Tax Map Reference: 14-08-412-040-1751 Being that parcel of land corveyed to Siva K. Menon and Shalini Nayar, as tenants by the entirety,