

# UNOFFICIAL COPY



**STEWART TITLE**  
**2 NORTH LASALLE # 625**  
**CHICAGO, ILLINOIS 60602**  
**312-849-4243**  
**FILE # \_\_\_\_\_**

Doc#: 0801805262 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/18/2008 04:09 PM Pg: 1 of 3

STEWART TITLE OF ILLINOIS  
2 N. LaSalle Street  
Suite 625  
Chicago, IL 60602  
312-849-4243

# SUBORDINATION

SCHEDULE A  
ALTA Commitment  
File No.: 545608

## LEGAL DESCRIPTION

Parcel 1:

Unit 214 in the Residences of Uptown Loft Condominium as delineated on a survey of the following described real estate: That part of Lot 1 in Uptown Redevelopment Phase 2, a subdivision in the Southeast 1/4 of Section 26, Township 41 North, Range 12, East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium, recorded as document 0631715057 as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2:

The Exclusive right to the use of G-7, 8, a limited common elements, as delineated on the survey attached to the Declaration aforesaid, recorded as document 0631715057.

Parcel 3:

Non-exclusive easement for ingress, egress, use and enjoyment for the benefit of Parcel 1 and other property as created by and set forth in the Easement and operation agreement for Uptown Phase II, recorded as document 0629222162.

Pin# 09-26-425-033 NEW 3K9

**UNOFFICIAL COPY**

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 #: 0019758986

**Bank of America**



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

This Real Estate Subordination Agreement ("Agreement") is executed as of **November 28, 2007**, by Bank of America, N.A., having an address of 475 Crosspoint Parkway, Getzville, New York 14068 ("Subordinator"), in favor of **Mortgage Services III, LLC**, ("Junior Lien Holder"), having an address for notice purposes of **205 North Williamsburg, Suite C, Bloomington, IL 61704**.

**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 **November 27, 2006**, executed by **Nicole Parente** and which is recorded in Volume/Book *n/a*, Page *n/a*, and if applicable, Document Number **0634533098**, 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 **Nicole Parente** (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 **Mortgage Services III, LLC** in the maximum principal face amount of **\$ 344,000.00** (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.

**ADD DOCUMENT # 0801805262**

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)

