



Doc#: 0809517008 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/04/2008 08:48 AM Pg: 1 of 3

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



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

PARCEL TAX MAP ID NO. 14-33-206-060-1002

This instrument was prepared by
and after recording returned to:
Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 68211056711199

CRESS/HFS File No. 6064298
New Senior Loan Acct # 6794287521



MILLER, JOHN JAY

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 3/14/08, by Bank of America, N.A., having an address of 1400 Best Plaza Drive, Richmond, VA ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of: Bank of America, 4151 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 mortgage) dated 7/27/2005 executed by J. J. Miller aka J Jay Miller and which is recorded in 10/28/05 in Book: n/a Page: n/a INSTRUMENT: 0530117019, and if applicable, of the land or torrens records of Cook County, 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 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 John Jay Miller

(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 \$275,000.00 (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 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

Handwritten initials/signature

UNOFFICIAL COPY

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.

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 : 3/14/08

By:

[Handwritten Signature]
Printed name: John Delong
Title: Vice President

Witnesses (as required)

Printed Name: _____

Printed Name: _____

State of MISSOURI
City of St. Louis

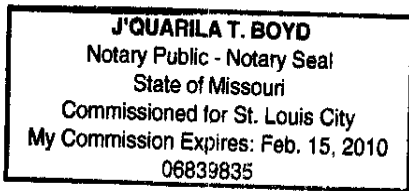
Bank of America Acknowledgement

On this the 14th day of March, 2008, before me, J'Quarila T. Boyd the undersigned officer, personally appeared John Delong who being duly sworn by me, acknowledged him/herself to be the VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such 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 VICE PRESIDENT.

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

[Handwritten Signature]
Signature of Person Taking Acknowledgement

Printed name: J'Quarila T. Boyd
Commission Expiration Date: 2-15-2010
1831 Chestnut St., 6th Fl
St. Louis, MO 63103



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EXHIBIT "A"

Legal Descriptions: All that certain property situated in the CITY OF CHICAGO in the county of COOK, and State of ILLINOIS, being described as follows: PARCEL 14-33-206-060-1002 and being more fully described in a deed dated 01/06/2005, and recorded 02/08/2005, among the land records of the county and state set forth above, in DOC# 0503904081

ALL THAT CERTAIN REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, KNOWN AND DESCRIBED AS FOLLOWS, TO WIT:

PARCEL 1: UNIT 315 L IN THE WEBSTER STREET COMMON CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND; SUB LOTS 1, 2, 3 AND 4 IN RESUBDIVISION OF LOTS 7, 8 AND 9 IN BLOCK 19 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97556446; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-A, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 97556446.

TAX ID# 14-33-206-060-1002

BEING THE SAME PROPERTY CONVEYED TO JOHN JAY MILLER BY DEED FROM NOVASTAR MORTGAGE INC. RECORDED 02/08/2005 IN DEED BOOK PAGE 0503904081, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

Tax ID: 14-33-206-060-1002