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Doc#: 0816201068 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2008 10:34 AM Pg: 1 of 3

This instrument was prepared by:
Bank of America
1400 Best Plaza Drive
Richmond, VA 23227

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 6788026620

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/10/2008, by Bank of America, N.A., having an address of 1400 Best Plaza Drive, Richmond, VA 23227

("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 06/07/2006, executed by KRIS A. GAGNON AND JULIE S. GAGNON

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 0615648038, of the land records of COOK 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 KRIS A. GAGNON AND JULIE S. GAGNON (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

(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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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 \$ 1,000,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 6.00% for a period not to exceed 360.00 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

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 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.

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

By: *Page Johnson*
 PAGE JOHNSON
 Its: VICE PRESIDENT

04/11/2008
 Date

 Witness Signature

 Typed or Printed Name

 Witness Signature

 Typed or Printed Name

Bank of America Acknowledgment:

State/Commonwealth/District of Virginia

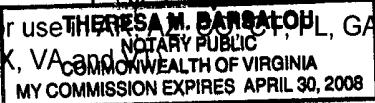
County/City of Henrico

On this the 11TH day of APRIL, 2008, before me, THERESA M. BARSALOU the undersigned officer, personally appeared PAGE JOHNSON, who 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 purposes 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.

Witness to Acknowledgment (South Carolina Only)

THERESA M. BARSALOU
 Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/30/2008

M. G. 04/11/08


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ATTORNEYS' TITLE GUARANTEE FUND, INC.**LEGAL DESCRIPTION****Legal Description:**

PARCEL 1: Lot 10 in Streyckmans-Williams Resubdivision of Lots 76, 77 and 78 in Alles' Sunset Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: That part of Sunset Road lying North of the South line of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, and between the East and West line of Lot 10 extended South, shown as a private road on the Plat of Streyckmans-Williams Resubdivision aforesaid in Cook County, Illinois.

Permanent Index Number:

Property ID: 05-20-312-007

Property Address:

1005 Sunset Road
Winnetka, IL 60093

Property of Cook County Clerk's Office