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Doc#: 0817834023 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/26/2008 09:14 AM Pg: 1 of 4

RECORDING REQUESTED BY:
OLD REPUBLIC TITLE COMPANY
AND WHEN RECORDED MAIL TO:

NAME: Old Republic Title Company
Attn: Post Closing
ADDRESS: 320 Springside Drive, Suite 320
CITY/STATE/ZIP: Akron, OH 44333

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SUBORDINATION

TITLE ORDER NO. 20877285-C

ESCROW NO. 20877542-R

RECORD

2nd Office

[Handwritten signature]

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RECORD

2nd

(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. 16072240261026

This instrument was prepared by
~~and after recording returned to:~~
Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32216
Loan Account being subordinated#: 6895 1001 877499
PATRICIA TATE

CRESS/HFS File No. 6561402
New Senior Loan Acct # 6089903147

20877542R

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
320 SPRINGSIDE DR.
SUITE 320
AKRON, OH 44333

This Real Estate Subordination Agreement ("Agreement") is executed as of May 23, 2008, 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 notice 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 mortgage) dated 03/28/2006 executed by SHALINI NAYAR AND SIVA K. MENON, MARRIED TO EACH OTHER and which is recorded on 05/31/2006, BOOK N/A PAGE N/A INSTRUMENT # 0615147001, 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 in 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 SIVA K. MENON AND SHALINI NAYAR (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 \$329,000.00 (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

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.

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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 : May 23, 2008

By: 

Witnesses (as required)

Printed name: Chris Richardson
Title: Assistant Vice President

Printed Name:

Printed Name:


State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this the 23RD day of MAY, 2008, before me, Soledad Avalos the undersigned officer, personally appeared Chris Richardson who, being duly sworn by me, acknowledged him/herself to be the Assistant VICE PRESIDENT 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)





Signature of Person Taking Acknowledgement
Printed name: Soledad Avalos
Commission Expiration Date: _____
1831 Chestnut St., 6th fl
St. Louis, MO 63103

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

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LSI Number 4537949

Exhibit A

LEGAL DESCRIPTION

The following described property:

Situated in the County of Cook, and State of Illinois known and described as follows, to wit:

Parcel 1:

Unit Number 2-29 in the Terraces of Oak Park Townhome Residences Condominium, as delineated on a survey of the following described tract of land:

Parts of Lots 8 and 9 together with part of the East/West foot vacated alley adjoining said lots in public service company's resubdivision of Lots 8 and 9 in second resubdivision of Block 24 in J.W. Scovilles Subdivision of the West half of the Northeast quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian,

Which survey is attached as Exhibit "C" to the declaration of condominium recorded as Document Number 0320519199; together with its undivided percentage interest in the common elements in Cook County Illinois.

Parcel 2:

The right to use of P-14 and P=41, limited common elements as described in the aforesaid declaration.

Purported address is: 101 N Euclid Ave #29 Oak Park, IL 60301

Assessor's Parcel No: 16072240261026