



Doc#: 0902015031 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/20/2009 11:35 AM Pg: 1 of 3

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



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

PARCEL TAX MAP ID NO. 13-22-120-011



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

CRESS/HFS File No. 6063203
New Senior Loan Acct # 6425618185

BARRETT, JAMES

Loan Account being subordinated#: 68951002105099

This Real Estate Subordination Agreement ("Agreement") is executed as of January 6, 2009, 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 purpose 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 May 25, 2007 executed by JAMES BARRETT AND DOROTHY I. BARRETT, MARRIED TO EACH OTHER and which is recorded on July 13, 2007 as Book: N/A Page: N/A Instrument: 0719402038, 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 JAMES BARRETT AND DOROTHY BARRETT, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY (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 \$417,000.00 (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.

S-Y
P-3
M-Y
AS

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 : January 6, 2009

By: Carole B. Berger

Witnesses (as required)

Printed name: Carole B. Berger

Title: Assistant Vice President

Printed Name:

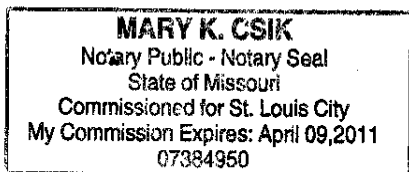
Printed Name:

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this the 6th day of January, 2009, before me, Mary K. Csik the undersigned officer, personally appeared Carole B. Berger 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)



Mary K. Csik
Signature of Person Taking Acknowledgement
Printed name: Mary K. Csik
Commission Expiration Date: 4-9-2011
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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Exhibit A (Legal Description)

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS, TO-WIT:

SUB-LOT 16 AND THE SOUTH OF THE SUB-LOT 15 IN THE RESUBDIVISION OF BLOCK 6 IN GRAYLAND, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Being that parcel of land conveyed to James Barrett and Dorothy Barrett, husband and wife as tenants by the entirety from Kelvin O'Meara and Melissa Loew, husband and wife by that deed dated 8/24/2006 and recorded 9/8/2006 in Instrument No. 0625140075, of the Cook County, IL Public Registry.

Tax Map Reference: 13-22-120-011

Property of Cook County Clerk's Office