

# UNOFFICIAL COPY



0902635023

**STEWART TITLE COMPANY**  
**2055 W. Army Trail Road, Suite 110**  
**Addison, IL 60101**  
**630-889-4000**

**Doc#: 0902635023 Fee: \$42.00**  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/26/2009 09:39 AM Pg: 1 of 4

STC 57546 2/2

This instrument was prepared by:  
BANK OF AMERICA  
900 W. TRADE STREET 3<sup>RD</sup> FL  
CHARLOTTE, NC 28255

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 6175959870

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/05/2009, by Bank of America, N.A., having an address of 900 W. TRADE STREET 3<sup>RD</sup> FL, CHARLOTTE, NC 28255

("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 02/08/2008, executed by Beth Michalak

and which is recorded in Volume/Book , Page , and if applicable, Document Number 0805836101, 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 Beth Michalak (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

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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 \$ 408,000 (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

Add Doc #

**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: Rob Fox  
Its: Assistant Vice President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

01/05/2009

Date

Michele Shank  
Witness Signature

Michele Shank

Typed or Printed Name

Temesha Bradshaw  
Witness Signature

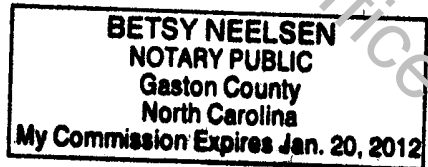
Temesha Bradshaw

Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of North Carolina

County/City of Mecklenburg



On this the 5th day of January 2009, before me, Betsy Neelsen the undersigned officer, personally appeared Rob Fox, who 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 purposes 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.

Witness to Acknowledgment (South Carolina Only)

Betsy Neelsen  
Signature of Person Taking Acknowledgment

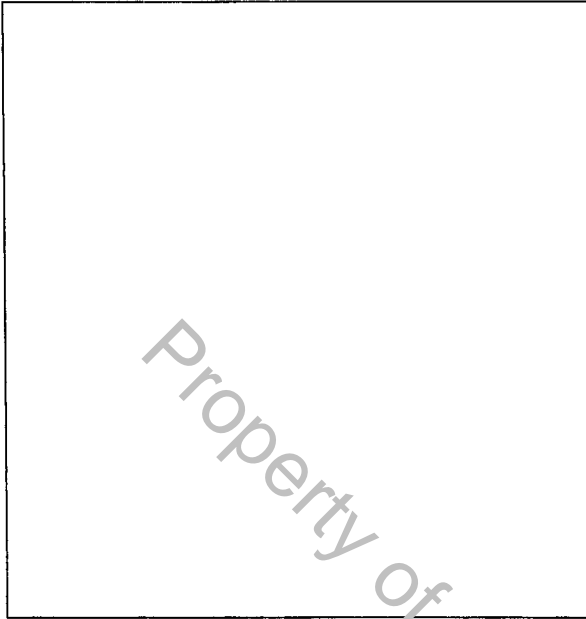
Commission Expiration Date: 01/20/2012

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



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## LEGAL DESCRIPTION

Lot 29 in West Meadows being a subdivision of part of Section 17, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PJTU # 02-17-106-006-0000

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