

UNOFFICIAL COPY



Doc#: 0904835045 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2009 10:24 AM Pg: 1 of 4

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

Bank of America

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

This instrument was prepared by and after recording returned to:

900 West Trade Street
Charlotte, North Carolina 28255

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/27/2009, by Bank of America, N.A., having an address of 900 West Trade Street, Charlotte, NC 28255 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of Bank of America, ("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 JAN 21 2009, executed by Kambiz Aynessazian

and which is recorded in Volume/Book, Page, and if applicable, Document Number, of the land records of Illinois County, Cook, 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 Kambiz Aynessazian

(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 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 \$ 416,000 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 0.0 % for a period not to exceed 0 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 notes on the left margin: 60, 2072, LN7, 8459135, BEACHIN, CTI

Handwritten note: BOY 334

Handwritten mark on the bottom right corner.

# 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 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 insure 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.

Sonya Washington

Witness

By: Danielle Kinneman

01 / 27 / 2009

Its:

Date

Catina Townsend

Witness

**The following states must have Trustee sign Subordination Agreement: AZ, DC, NC, NV and VA.**

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

Witness(es):

Trustee Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

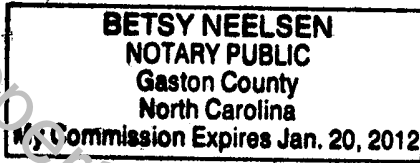
# UNOFFICIAL COPY

**Trustee Acknowledgment:**

State/Commonwealth/District of North Carolina  
County/City of Mecklenburg

On this the 27 day of January, 2009, before me, Betsy Neelsen, the undersigned officer, personally appeared Danielle Kinneman, who acknowledged him/herself to be the Vice President of Bank of America, 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 as trustee. In witness whereof I hereunto set my hand and official seal.

Notary Seal



Betsy Neelsen

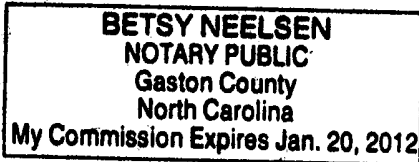
Commission Date: \_\_\_\_\_

**Bank of America Acknowledgment:**

State/Commonwealth/District of North Carolina  
County/City of Mecklenburg / Charlotte

On this the 27 day of January, 2009, before me, Betsy Neelsen, the undersigned officer, personally appeared Danielle Kinneman, 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 Danielle Kinneman. In witness whereof I hereunto set my hand and official seal.

Notary Seal

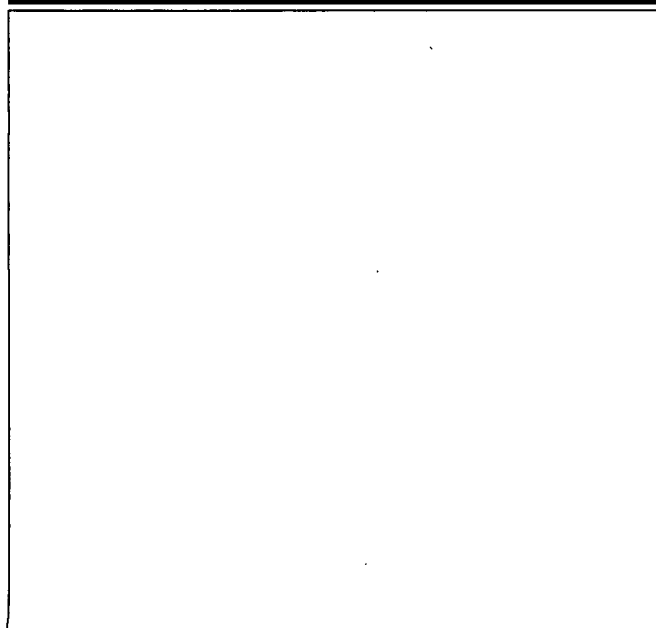


Betsy Neelsen

Signature of Person Taking Acknowledgment

Commission Date: \_\_\_\_\_

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



**STREET ADDRESS:** 6922 N HOLM AVE  
**CITY:** SKOKIE **COUNTY:** COOK  
**TAX NUMBER:** 10-34-115-017-0000

**UNOFFICIAL COPY**

**LEGAL DESCRIPTION:**

LOT 110 IN LINCOLNWOOD ESTATES 1ST ADDITION, BEING A SUBDIVISION OF LOTS 11 AND 14, AND THAT PART OF LOTS 10 AND 15, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO NORTHERN RAILWAY COMPANY IN CLARK'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office