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Doc#: 0906342048 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/04/2009 11:26 AM Pg: 1 of 6

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

RTL 73408
3/3

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895800072XXXX

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/09/2009, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of FIFTH THIRD MORTGAGE CO, ISAOA ("Junior Lien Holder"), having an address for notice purposes of:
5050 KINGSLEY DR
CINCINNATI, OH 45263

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 08/27/2003, executed by WILLIAM J MARRINAN AND MARI C MARRINAN, with a property address of: 1417 VOLTZ RD., NORTHBROOK, IL 60062

which was recorded on 9/30/2008, in Volume/Book NA, Page NA, and Document Number 0827417005, and if applicable, modified on , in Volume/Book NA, Page NA, Document Number NA, 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, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to WILLIAM J MARRINAN AND MARI C MARRINAN

(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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(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 FIFTH THIRD MORTGAGE CO, ISAOA in the maximum principal face amount of \$ 380,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.7500% 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 Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to 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 Junior Lien Holder 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 Junior Lien Holder 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.

(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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Bank of America, N.A.

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

By: Andrew Holland
Its: Vice President

02/09/2009
Date

Witness Signature

Kathy Clark
Typed or Printed Name

Witness Signature

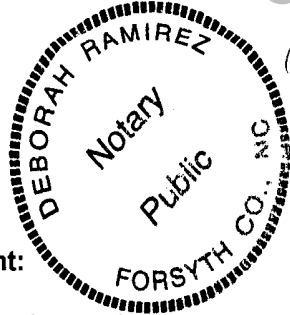
Cynthia Coffey
Typed or Printed Name



Individual Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Ninth day of February, 2009, before me, Deborah Ramirez, the undersigned Notary Public, personally appeared Andrew Holland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

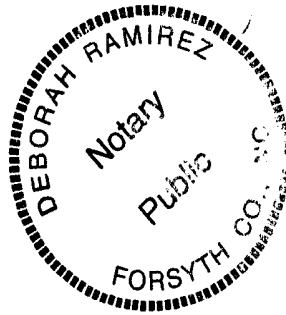


Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/16/2012

Corporate Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Ninth day of February, 2009, before me, Deborah Ramirez, the undersigned Notary Public, personally appeared 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.



Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/16/2012

(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)


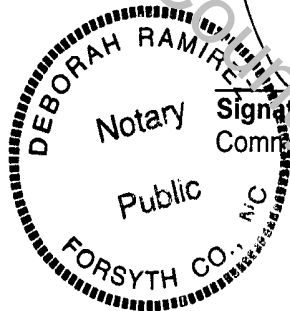
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Acknowledgement taken outside of New York State:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On the Ninth day of February, 2009,
Before me the undersigned personally appeared Andrew Holland

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the city of Greensboro, NC.



 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 01/16/2012

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Property Address: 1417 VOLTZ ROAD, ✓
NORTHBROOK IL 60062

Legal Description:

PARCEL 1:

LOT 28 IN PARK PLACE ESTATES OF NORTHBROOK, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MAY 14, 1993 AS DOCUMENT NUMBER 93366641, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK DATED AND RECORDED MAY 17, 1993 AS DOCUMENT NUMBER 93366707, MADE BY PARK PLACE ESTATES OF NORTHBROOK LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS TO AND FROM THE EMERGENCY FIRE LANE EASEMENT AS CREATED BY DECLARATION OF EASEMENT DATED MAY 14, 1993 AND RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93366643 OVER, ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A 20.0 FOOT STRIP OF LAND IN THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 15 WITH THE SOUTH LINE OF THE NORTH 5 CHAINS OF SAID NORTHEAST ¼ OF SECTION 15; THENCE SOUTH 88 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE LAND SAID SOUTH LINE 19.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE LAST SAID SOUTH LINE 20.79 FEET; THENCE SOUTHEASTERLY 436.29 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 630.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 34 DEGREES 53 MINUTES 30 SECONDS EAST 427.63 FEET); THENCE SOUTH 54 DEGREES 43 MINUTES 52 SECONDS EAST TANGENT TO THE LAST SAID CURVE 119.81 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 153.56 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY WITH A RADIUS OF 410.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARING SOUTH 44 DEGREES 00 MINUTES 05 SECONDS EAST 152.66 FEET); THENCE SOUTHEASTERLY 391.38 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 850.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 46 DEGREES 27 MINUTES 45 SECONDS EAST 387.93 FEET); THENCE SOUTH 33 DEGREES 21 MINUTES 51

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SECONDS WEST 20.03 FEET; THENCE NORTHWESTERLY 390.51 FEET ALONG THE ARC OF A CURVE CONVEX
SOUTHWESTERLY WITH A RADIUS OF 870.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC
BEARING NORTH 46 DEGREES 25 MINUTES 40 SECONDS WEST 396.03 FEET); THENCE NORTHWESTERLY 146.07
FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY, TANGENT TO THE LAST SAID CURVE WITH A
RADIUS OF 390.00 FEET (THE CHORD OF SAID ARC BEARING NORTH 44 DEGREES 00 MINUTES 05 SECONDS
WEST. 145.22 FEET); THENCE NORTH 54 DEGREES 43 MINUTES 52 SECONDS WEST TANGENT TO THE LAST SAID
CURVE 1149.81 FEET TO THE POINT OF CURVE; THENCE NORTHWESTERLY 455.89 FEET ALONG THE ARC OF A
CURVE CONVEX SOUTHWESTERLY, TANGENT TO THE LAST SAID LINE WITH A RADIUS OF 650.00 FEET (THE
CHORD OF SAID ARC BEARING NORTH 34 DEGREES 38 MINUTES 18 SECONDS WEST 446.61 FEET) TO THE
POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Permanent Index No.: 04-15-204-020,

ALTA Commitment

RTC73408