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Doc#: 0909733020 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2009 09:03 AM Pg: 1 of 4

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

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100834XXXX

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/06/2009, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of AMTRUST BANK, ISAOA ("Junior Lien Holder"), having an address for notice purposes of:

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 07/06/2005, executed by ERIC H. LO AND IRENE C. LO, TRUSTEES OF THE ERIC H. LO DECLARATION OF TRUST DATED DECEMBER 5, 2002, with a property address of: 1570 FIELDING DR, GLENVIEW, IL 60026

which was recorded on 7/14/2006, in Volume/Book N/A, Page N/A, and Document Number 0519516051, and if applicable, modified on _____, in Volume/Book N/A, Page N/A, Document Number N/A, 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

(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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Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to ERIC H. LO AND IRENE C. LO, TRUSTEES OF THE ERIC H. LO DECLARATION OF TRUST DATED DECEMBER 5, 2002

(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 AMTRUST BANK, ISAOA in the maximum principal face amount of \$ 275,000.00 (the "Principal Amount") **[For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 5.3750% 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.

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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

02/06/2009
Date

Dorothy Osbey
Witness Signature
Dorothy Osbey
Typed or Printed Name

Shirley Hopkins
Witness Signature
Shirley Hopkins
Typed or Printed Name

Individual Acknowledgment:

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

On this the Sixth day of February, 2009, before me, Kathleen Torain, 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.

Kathleen Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2013

Corporate Acknowledgment:

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

On this the Sixth day of February, 2009, before me, Kathleen Torain, 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.

KATHLEEN TORAIN
Notary Public
Guilford County, NC

KATHLEEN TORAIN
Notary Public
Guilford County, NC

Kathleen Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2013

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008456347 LZ
STREET ADDRESS: 1570 FIELDING DR.
CITY: GLENVIEW **COUNTY:** COOK
TAX NUMBER: 04-27-425-008-0000

LEGAL DESCRIPTION:

LOT 82 IN CONCORD AT THE GLEN UNIT 2 FALLING IN THAT PORTION OF LOT 37 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 3, 2001 AS DOCUMENT 0010004438 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office