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Doc#: 0918315084 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/02/2009 01:16 PM Pg: 1 of 3

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

Bank of America

10-57106-3

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

PARCEL TAX MAP ID NO. 04-09-411-075-0000

This instrument was prepared by
and after recording returned to:
Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 08058000782599

CRESS/HFS File No. **7021883**
New Senior Loan Acct # 6891787480

This Real Estate Subordination Agreement ("Agreement") is executed as of June 11, 2009, by Bank of America, N.A., having an address of 9000 Southside Blvd., Bldg 700 Jacksonville, FL 32256 ("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 ("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 10/09/2008 executed by **MICHAEL R. LEFKOW AND JULIANA LEFKOW** and which is recorded on 11/14/2008 in Book n/a at Page n/a, and if applicable 0831903018, 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 **MICHAEL R. LEFKOW AND JULIANA K. LEFKOW, MARRIED TO EACH OTHER, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT 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 \$250,000.00 (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

not to exceed Recorded concurrently herewith

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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.

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 : June 11, 2009

By:

Printed name: Brian T. Gibbons
Title: Asst. Vice President

Witness #1 Signature (FL & CT Only)

Witness Printed Name

Witness #2 Signature (FL & CT Only)

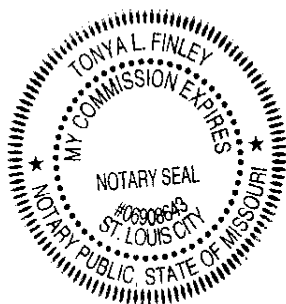
Witness Printed Name

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this day, June 11, 2009, before me, **Tonya L. Finley** the undersigned officer, personally appeared **Brian T. Gibbons** who, being duly sworn by me, acknowledged him/herself to be the **ASST. VICE PRESIDENT** of Bank of America, N.A., and that (s)he, as such **ASST. 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 **ASST. VICE PRESIDENT**.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)



Signature of Person Taking Acknowledgement

Printed name: **Tonya L. Finley**

Commission Expiration Date: **07/10/2010**

1831 Chestnut St., 6th Fl

St. Louis, MO 63103

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTH EAST 1/4 924 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SOUTH EAST 1/4 THENCE SOUTH ON A LINE 924 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 659.75 FEET MORE OR LESS TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SOUTH EAST 1/4, THENCE EAST ALONG SAID SOUTH LINE 132 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID NORTH LINE 132 FEET TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID TRACT THE WEST 70 FEET THEREOF AND EXCEPTING FROM SAID TRACT THE SOUTH 360 FEET THEREOF).

Permanent Parcel Number: 04-09-411-075-0000

MICHAEL R. LEFKOW AND JULIANA K. LEFKOW, MARRIED TO EACH OTHER,
NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY

2223 WALTER AVENUE, NORTHBROOK IL 60062

Loan Reference Number : 10165100-7021883-86/10-01205014

Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

