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Doc#: 0920315024 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/22/2009 09:40 AM Pg: 1 of 4

RECORD AND RETURN TO:
FISERV
P.O. BOX 2590
CHICAGO, IL 60690

REAL ESTATE SUBORDINATION AGREEMENT



HYRC, HELEN M

Property of Cook County Clerk's Office

07/22/09
15:24
HYRC

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


**Real Estate Subordination Agreement
(Bank of America to Bank of America)**
PARCEL TAX MAP ID NO. 09-24-214-002

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#: **38951009649099**

CRESS/HFS File No. **6931263**
New Senior Loan Acct # **6442924541**

This Real Estate Subordination Agreement ("Agreement") is executed as of June 30, 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 **10/20/2004** executed by **COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEES UNDER THE PROVISIONS OF A CERTAIN AGREEMENT DATED 02/11/1986, TRUST OFFICER FOR # 2243** and which is recorded on **11/19/2004** in Book **04324** at Page **13016**, and if applicable, 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 **HELEN M. HYRC** (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 \$ **191,800** (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

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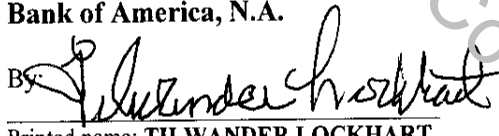
Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation 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 30, 2009

By:



Witness #1 Signature (FL & CT Only)

Printed name: **TILWANDER LOCKHART**
Title: **ASST. Vice President**

Witness Printed Name

Witness #2 Signature (FL & CT Only)

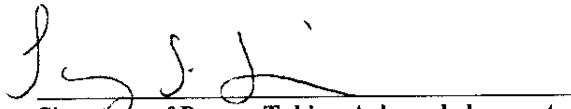
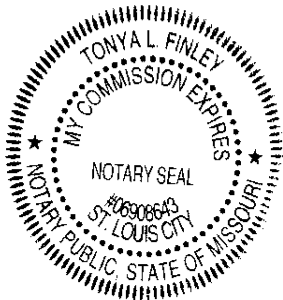
Witness Printed Name

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this day, June 30, 2009, before me, **TONYA L. FINLEY** the undersigned officer, personally appeared **TILWANDER LOCKHART** 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"

ALL THAT CERTAIN PROPERTY SITUATED IN THE , IN THE COUNTY OF COOK AND STATE OF ILLINOIS AND BEING DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL ESTATE IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT: LOT TWENTY SEVEN IN T. BREEN'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS "B" AND "C" IN NILES TERRACE FIRST ADDITION, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTER OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 18, 1956, AS DOCUMENT # 1664275. BEING THE SAME PROPERTY CONVEYED FROM JAN W. HYRE AND HELEN M. HYRE TO COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEE, BY DEED RECORDED 3/10/1986, IN BOOK 3500, PAGE 463 IN THE REGISTERS OFFICE OF COOK COUNTY, ILLINOIS. BEING THE SAME PROPERTY CONVEYED BY CHICAGO TITLE LAND TRUST CO, AS SUCCESSOR TRUSTEE TO LASALLE BANK NA, SUCC. TRUSTEE TO HELEN M. HYRC IN DEED DATED 05/26/2009 AND RECORDED 05/28/2009 IN BOOK PAGE OF COOK, ILLINOIS.

Tax ID: 09-24-214-002

7359 w lee street, niles, il 60714