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Doc#: 0922903040 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/17/2009 12:57 PM Pg: 1 of 4

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

Recording requested by: LSI
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US131A9

IL-031214 r

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/13/2009, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of WELLS FARGO BANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:
3480 STATEVIEW BLVD
FORT MILL, SC 29715

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 05/16/2007, executed by PETER L. DE HAAN AND JUDY A. DE HAAN, with a property address of: 104 COLUMBIA AVE, HINSDALE, IL 60521

APN: 18-07-108-021-0000

which was recorded on 6/6/2007, in Volume/Book N/A, Page N/A, and Document Number 715701217, 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

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to PETER L DEHAAN AND JUDY A DEHAAN, MARRIED TO EACH OTHER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP

(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 WELLS FARGO BANK, N.A. in the maximum principal face amount of \$ 134,893.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.6250% 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 D.D. 6-30-09

Rec: 7/10/09 Inst # 0919703033

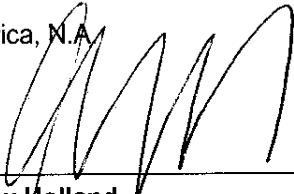
Now, Therefore for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant 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

06/13/2009
Date

Damon Cager
Witness Signature

Damon Cager
Typed or Printed Name

Wanda Cole
Witness Signature

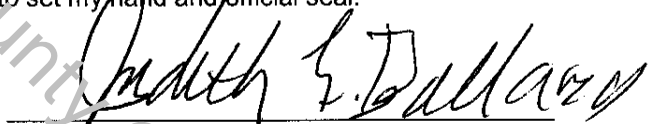
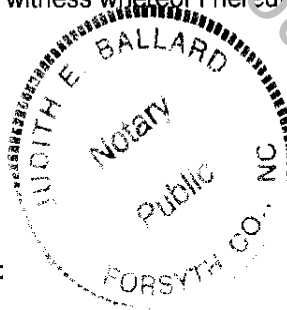
Wanda Cole
Typed or Printed Name



Individual Acknowledgment:

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

On this the Thirteenth day of June, 2009, before me, Judith E. Ballard, 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.



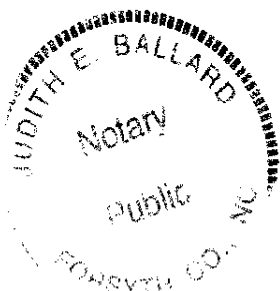
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/24/2013

Judith E. Ballard

Corporate Acknowledgment:

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

On this the Thirteenth day of June, 2009, before me, Judith E. Ballard, 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: 03/24/2013

Judith E. Ballard

(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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Order ID: 6513147

Loan No.: 0108250705

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 1 in Bruckert's Resubdivision of that part of Lots 1, 2 and 3 lying West of a line which intersects the North lot line of Lot 1 at a point 54.20 feet West of the Northeast 1/4 of said Lot 1 and which intersects the East lot line of Lot 3 at a point 216.60 feet South of the Northeast corner of said Lot 1, also Lot 4 and the North 44 feet of Lot 6, also that part of Lot 5 described as beginning at the Northwest corner thereof, Thence South on the West Line of Lot 5, 44 feet; Thence East and parallel to the North line of Lot 5, 88.65 feet; Thence Southeasterly to a point on the East line of Lot 5 which is 89.25 feet South of the Northeast corner of lot 5; Thence North 89.25 feet to the Northeast corner of Lot 5; Thence West 100 feet to the place of beginning, in Block 8 in Highlands, a subdivision of the Northwest 1/4 and the West 800 feet of the North 144 feet of the Southwest 1/4 of section 7, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat of said Bruckert's Resubdivision registered in the office of the registrar of titles on February 15, 1967 as Document No. LR 2312037, in Cook County, Illinois.

Assessor's Parcel Number: 18-07-108-021-0000