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Doc#: 0928915086 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/16/2009 03:17 PM Pg: 1 of 3

Return to:  
FIRST AMERICAN TITLE INSURANCE  
RECORDING DIVISION  
2605 ENTERPRISE ROAD STE#300  
CLEARWATER, FL 33759-8906

10-572713-3 (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. 05-29-407-061-0000

This instrument was prepared by Matthew Aiken  
and after recording returned to:  
Bank of America, N.A. Collateral Tracking  
9000 Southside Blvd., Bldg 700  
Jacksonville, FL 32256  
Loan Account being subordinated#: 58951008621599

CRESS/HFS File No. 7029247  
New Senior Loan Acct # 6399890901

This Real Estate Subordination Agreement ("Agreement") is executed as of October 1, 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 10/20/2005 executed by **CHRISTOPHER BRANT AHRENS AND MARGARET I. AHRENS, HUSBAND AND WIFE** and which is recorded on 11/09/2005 in Book at Page, and if applicable 0531315653, 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 **CHRISTOPHER BRANT AHRENS AND MARGARET I. AHRENS, HUSBAND AND WIFE, 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 \$ 417,000.00 (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

SV  
03  
M. NO  
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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 purchase(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

**Bank of America, N.A.**

Date : October 1, 2009

By: 

Witness #1 Signature (FL & CT Only)

Printed name: **DIANE MILES**  
Title: **Asst Vice President**

\_\_\_\_\_  
Witness Printed Name

Witness #2 Signature (FL & CT Only)

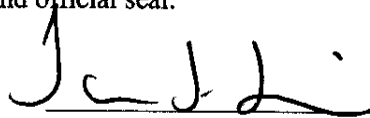
\_\_\_\_\_  
Witness Printed Name

State of MISSOURI  
City of St. Louis

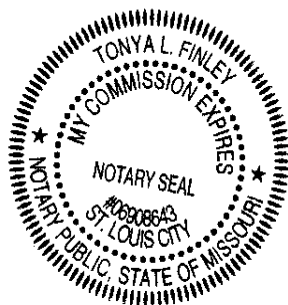
**Bank of America Acknowledgement**

On this day, October 1, 2009, before me, **TONYA L. FINLEY** the undersigned officer, personally appeared **DIANE MILES** 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: **07/10/10**  
1831 Chestnut St., 6<sup>th</sup> Fl  
St. Louis, MO 63103



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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOTS 8, 9 AND 10 ALONG WITH THE NORTH HALF OF THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS IN BLOCK 12 ALL IN FIRST ADDITION TO KENILWORTH, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTH OF THE SOUTHEAST QUARTER (EXCEPT THAT PART LYING SOUTH AND WEST OF THE CENTER OF NORTHFIELD ROAD), TOGETHER WITH THE SOUTH 8 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO CHRISTOPHER BRANT AHRENS AND MARGARET I. AHRENS, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY FROM SIRVA RELOCATION, LLC., A LIMITED LIABILITY COMPANY BY DEED DATED 01/03/05 AND RECORDED 02/08/05 IN INSTRUMENT NO. 0503914157, IN THE LAND RECORDS OF COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 05-29-407-061-0000  
CHRISTOPHER BRANT AHRENS AND MARGARET I. AHRENS, HUSBAND AND WIFE,  
NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY

2323 KENILWORTH AVENUE, WILMETTE IL 60091-146  
Loan Reference Number : 10165100-7029247-72/10-01208230  
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

