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Doc#: 0929435141 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 10/21/2009 12:40 PM Pg: 1 of 3

This instrument was prepared by: Bank of America 19 Rsearch Park Ct. St. Charles, MO 63304 After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 6048618695

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



This Real Estate Subordination Agreement ("Agreement") is executed as of 10/15/2009, by Bank of America, N.A., having an address of 19 Research Park Ct., St. Charles, MO 63304

("Subordinator"), in favor of Bank of America, N.A., having an address for retice purposes of Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410

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 04/20/2007, executed by Nicole E. Kramer

and which is recorded in Volume/Book , Page , and if applicable, Document Number 0712460048, 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, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Nicole E. Kramer (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

(for use in AR, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NY, OK, SC, TN, TX, and VT)

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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 Bank of America in the maximum principal face amount of \$ 146,600.00 (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

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 right 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 Bank of America regardless of the frequency or manner of prewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the penefit 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.	
	. 1	Two witness signatures required in CT, FL, GA, SC and TN
	Mathew R. HM	1)/15/09
Ву:	Matthew R. Hall	Ja'e
Its:	Assistant Vice Presidet	<u> </u>
		Witness Signature
		Typed or Prii ted Name
		Witness Signature
		7.0
		Typed or Printed Name
Bank of America Acknowledgment:		M. Cr., mission Expires NOTARY Seriember 3, 2011
State/Commonwealth/District of Missouri		NOIART September 3, Early Septem
County/City of St. Charles		Commission

On this the 15th day of October, 2009, before me, Marilyn Woods the undersigned officer, personally appeared Matthew R. Hall, who acknowledged him/herself to be the Assistant Vice Presidet of Bank of America, N.A., and that (s)he, as such Assistant Vice Presidet, 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 Assistant Vice Presidet . In witness whereof! hereunto set my hand and official seal.

Witness to Acknowledgment (South Carolina Only)

Signature of Person Taking Acknowledgment

Commission Expiration Date:

(for use in AR, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NY, OK, SC, TN, TX, and VT)

00-12-2395NSBW 11-2005

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Address Given:

450 West Briar Place Unit 7J,

Chicago IL 60657

Property TAX No:

14-28-103-065-1092

Legal Description:

UNIT 7J IN THE 450 BRIAR PLACE CONDOMINIUM, CREATED PURSUANT TO THAT CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP FOR 450 BRIAR PLACE CONDOMINIUM, RECORDED IN Clark's Office COOK COUNTY. ILLINOIS ON JULY 8, 2005 ("DECLARATION"), AND AS DELINEATED ON EXHIBIT C TO THE DECLARATION, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.