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Doc#: 0930255009 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2009 09:07 AM Pg: 1 of 5

N/A 2008/20223

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

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100628XXXX

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/30/2009, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of FIFTH THIRD MORTGAGE COMPANY ("Junior Lien Holder"), having an address for notice purposes of:

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 06/05/2003, executed by ERIN J. MUNEZ AND HENRY J. MUNEZ., with a property address of: 1453 N BELL AVE, CHICAGO, IL 60622

which was recorded on 7/16/2003, in Volume/Book N/A, Page N/A, and Document Number 0319703057, 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 HENRY J. MUNEZ AND ERIN J. MUNEZ, HIS WIFE, AS TENANTS BY THE ENTIRETY.

(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 FIFTH THIRD MORTGAGE COMPANY in the maximum principal face amount of \$ 305,000.00 (the "Principal Amount") *
[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 5.3750% 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

** Mortgage recorded 3-16-09 as doc #0907549043*

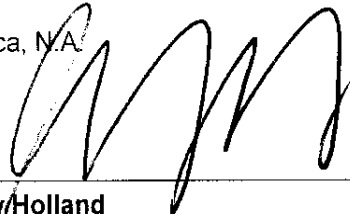
Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant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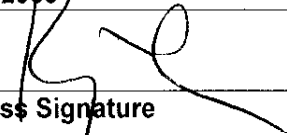
Bank of America, N.A.



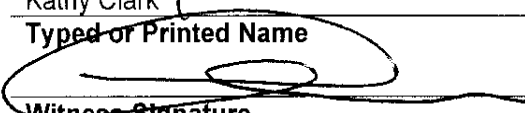
Two witness signatures required in CT, FL, GA, SC and TN

By: Andrew Holland
Its: Vice President

01/30/2009
Date


Witness Signature

Kathy Clark
Typed or Printed Name


Witness Signature

Charles Cooper
Typed or Printed Name



Individual Acknowledgment:

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


On this the Thirtieth day of January, 2009, before me, Deborah Ramirez, 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.

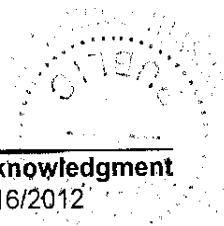

Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/16/2012

Corporate Acknowledgment:

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

On this the Thirtieth day of January, 2009, before me, Deborah Ramirez, 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: 01/16/2012



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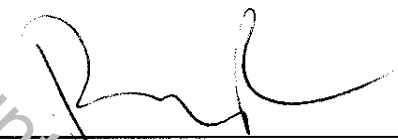
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Acknowledgement taken outside of New York State:

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

On the Thirtieth day of January, 2009,
Before me the undersigned personally appeared Andrew Holland

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the city of Greensboro, NC.



Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/16/2012

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ACQUEST TITLE SERVICES, LLC

2500 West Higgins Road, Suite 1250, Hoffman Estates, IL, 60169

AS AGENT FOR

Lawyers Title Insurance Corporation

Commitment Number: 2008120223

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Lot 6 in Block 8 in Watson Tower and Davis Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-06-111-003

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:

1453 North Bell Avenue
Chicago, IL 60622