

# UNOFFICIAL COPY



Doc#: 0935813005 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/24/2009 08:47 AM Pg: 1 of 3

This instrument was prepared by:  
Bank of America  
1400 Best Plaza Drive  
Richmond, VA 23227

After recording return to:

Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 6855025562

Parcel ID#  
16-07-224-018-0000

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

540657

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/15/2009, by Bank of America, N.A., having an address of 1400 Best Plaza Drive, Richmond, VA 23227

("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

**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 03/28/2006, executed by SHALINI NAYAR AND SIVA K. MENON, MARRIED TO EACH OTHER

and which is recorded in Volume/Book , Page , and if applicable, Document Number 0615147001, 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 SHALINI NAYAR AND SIVA K. MENON (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 \$331,700 (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 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 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.**

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

By: Norman L. Brooks  
Its: Vice President

07/15/09

Date

Dina Scott  
Witness Signature

Dina Scott

Typed or Printed Name

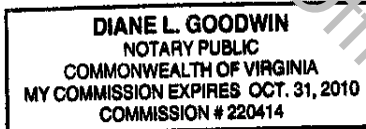
Witness Signature

Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of Virginia

County/City of Henrico



On this the 15th day of July, 2009, before me, Diane L. Goodwin the undersigned officer, personally appeared Norman L. Brooks, who acknowledged him/herself to be 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.

Witness to Acknowledgment (South Carolina Only)

Diane L. Goodwin  
Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/31/2010

(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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## SCHEDULE "A"

1-00532160

All the following described land, situated in the County of Cook, and State of Illinois known and described as follows, to wit:

UNIT NUMBER 3-29 IN THE TERRACES OF OAK PARK TOWNHOME RESIDENCES CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PARTS OF LOTS 8 AND 9 TOGETHER WITH PART OF THE EAST/WEST FOOT VACATED ALLEY ADJOINING SAID LOTS IN PUBLIC SERVICE COMPANY'S RESUBDIVISION OF LOTS 8 AND 9 IN SECOND RESUBDIVISION OF BLOCK 24 IN J.W. SCOTTLES SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0320519199; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

THE RIGHT TO USE OF P-14 AND P-41 LIMITED COMMON ELEMENTS AS DESCRIBED IN THE AFORESAID DECLARATION.

Together with all and singular the hereditaments and appurtenances thereunder belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances.

Parcel ID#: 16-07-224-018-0000