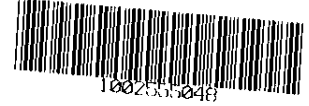


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2/2



Doc#: 1002555048 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/25/2010 10:08 AM Pg: 1 of 4

9120329

This instrument was prepared by:
Bank of America NA
900 W. Trade St. 4th Floor
Charlotte, NC 28255

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68958000029299

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/14/2010, by Bank of America, N.A., having an address of 900 W. Trade St. 4th Floor, Charlotte, NC 28255

("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 04/27/2006, executed by Armando Pena and Teresa Pena-Ravelo

and which is recorded in Volume/Book NA, Page NA, and if applicable, Document Number 0018749091, 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 Armando Pena and Teresa Pena-Ravelo (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 \$ 175,682.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of NA% for a period not to exceed NA 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: K. Danielle Kinnaman
Its: Vice President

01/14/2010

Date

[Signature]
Witness Signature

Loryn A. Puckner

Typed or Printed Name

[Signature]
Witness Signature

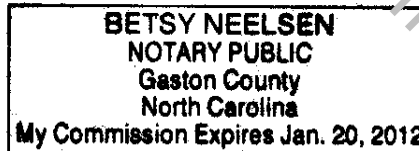
Ryan Holzlohner

Typed or Printed Name

Bank of America Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Mecklenburg



On this the 14th day of January, 2010, before me, Betsy Neelsen the undersigned officer, personally appeared K. Danielle Kinnaman, 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.

[Signature]
Signature of Person Taking Acknowledgment

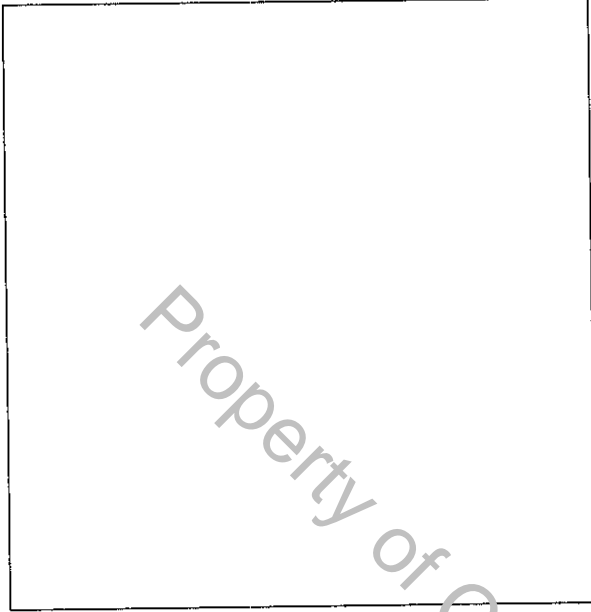
Witness to Acknowledgment (South Carolina Only)

Commission Expiration Date: 01/20/12

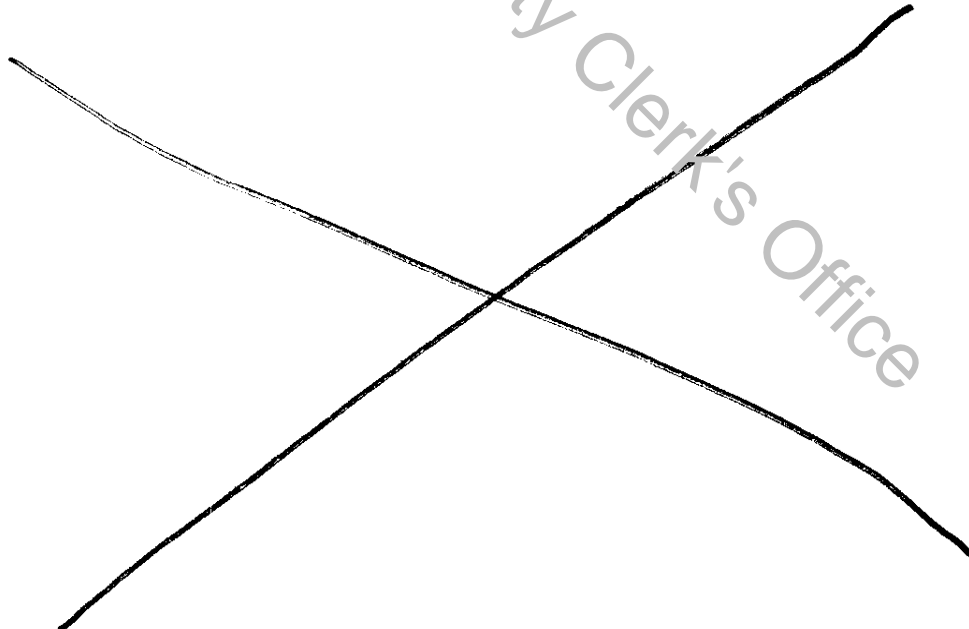
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(Do not write below this line. This space is reserved for recording.)



Property of Cook County Clerk's Office



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ACQUEST TITLE SERVICES, LLC

2700 West Higgins Road, Suite 110, Hoffman Estates, IL, 60169

AS AGENT FOR

Lawyers Title Insurance Corporation

Commitment Number: 2009120329

SCHEDULE C PROPERTY DESCRIPTION

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

Lot 3 in Block 23 in Crane Archer Avenue Home Addition to Chicago, being a Subdivision of that part of the Southeast 1/4 of Section 8, Township 38 North, Range 13, East of the Third Principal Meridian, lying Northerly of center line of Archer Avenue, in Cook County, Illinois.

PIN: 19-08-417-021

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
5304 South Mayfield Avenue
Chicago, IL 60638