UNOFFICIAL COPY



Doc#: 1003426030 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/03/2010 09:37 AM Pg: 1 of 4

This instrument was prepared by: Bank of Ametica Subordination Unit 4161 Piedmont Falkway Greensboro, NC 27410 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100777XXXX



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/29/2009, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of MET LIFE HOME LOANS ("Junior Lien Holder"), having an address for notice purposes of: 177 SOUTH COMMONS DRIVE AURORA, IL 60504

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described is and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 10/22/2004, executed by KRISTINA S. SIROVICA AND MIODRAG NENADIC, WIFE AND HUSBAND, with a property address of: 1952 N CLEVELAND AVE #3N, CHICAGO, IL 60614

which was recorded on 11/3/2004, in Volume/Book N/A, Page N/A, and Document Number 0430815083, 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 KRISTINA S. SIROVICA AND MIODRAG NENADIC, WIFE AND HUSBAND

(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) $BOX\ 334\ CTV$

408

1003426030 Page: 2 of 4

UNOFFICIAL COPY

(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 MET LIFE HOME LOANS in the maximum principal face amount of \$ 185,100.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.8750% 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

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 Lier, or the Obligation.

This Agreement shall inure to the benefit of the Subr rdin ator 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.

(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)

1003426030 Page: 3 of 4

UNOFFICIAL COPY

Bank of America, N.A.

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

12/29/2009

Date

Witness Signature

Damon Cager

Typed or Printed Name

SEAL

Witness Signature

Tara Grant

Typed or Printed Name

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

Individual Acknowledgment

On this the Twenty-Ninth day of December, 2009, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Jean English 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 Parson Taking Acknowledgment
Commission Expiration Date: 04/06/2014

Corporate Acknowledgment:

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

On this the Twenty-Ninth day of December, 2009, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared the Assistant Vice President of Bank of America, N.A and that (s)he, as such Assistant 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 Assistant Vice President. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/06/2014

(for use in AR, AZ, CO, CT, FL, GA, MAN, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

1003426030 Page: 4 of 4

UNOFFICIAL COPY

STREET ADDRESS: 1952 N. CLEVELAND AVE

#3N

CITY: CHICAGO

HTCAGO COUNTY: COOK

TAX NUMBER: 14-33-305-069-1004

LEGAL DESCRIPTION:

UNIT 1952-C IN CLEVELAND-ARMITAGE CONDOMINIUM AS DELINEATED ON SURVEY OF LOTS 1 AND 2 IN ASSESSOR'S SUBDIVISION OF THE NORTH 297 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF BLOCK 41 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 33895 AND RECORDED AS DOCUMENT 24111081 AND AMENDED BY DOCUMENT BR h. is.

Cook County Clark's Office 24136364, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.