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Doc#: 1010204007 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/12/2010 09:04 AM Pg: 1 of 5

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

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
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St. Paul, MN 55117

Account #: 6895100099XXXX

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T010-011270
2134 TSA

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/16/2010, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of BANK OF AMERICA, N.A. ("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 10/07/2002, executed by ROCHELLE ALLEN, INDIVIDUAL, with a property address of: 3001 S MICHIGAN AVE APT 802, CHICAGO, IL 60616

which was recorded on 11/4/2002, in Volume/Book N/A, Page N/A, and Document Number 0021212041, 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 ROCHELLE ALLEN, INDIVIDUAL

(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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M	N
SC	4
E	4
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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 BANK OF AMERICA, N.A. in the maximum principal face amount of \$ 74,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 5.2500% for a period not to exceed 240.00 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 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: Jean English
 Its: Assistant Vice President

03/16/2010

Phoebe Howard
 Witness Signature

Phoebe Howard
 Typed or Printed Name

Tara Grant
 Witness Signature

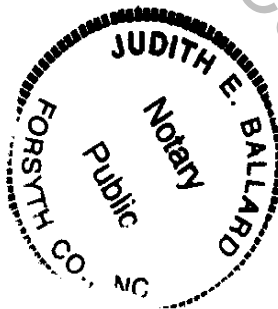
Tara Grant
 Typed or Printed Name



Individual Acknowledgment

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

On this the Sixteenth day of March, 2010, before me, Judith E. Ballard, 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.

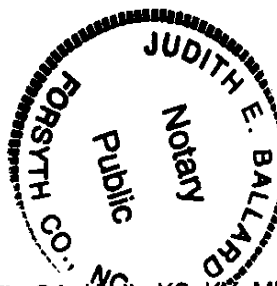


Judith E. Ballard
 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/24/2013

Corporate Acknowledgment:

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

On this the Sixteenth day of March, 2010, before me, Judith E. Ballard, 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.



Judith E. Ballard
 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/24/2013

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EXHIBIT A

UNIT NUMBER 802-3001 IN SOUTH COMMONS PHASE I CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF BLOCKS 92 AND 95 AND OF VACATED EAST 29 STREET NORTH OF SAID BLOCK 92 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 50.0 FEET WEST OF THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGGINBOTHAMS SUBDIVISION OF PARTS OF LOTS 21, 22 AND 23 IN THE ASSESSORS DIVISION OF THE NORTH 173.7 FEET OF THE EAST 1/2 OF BLOCK 92 AFORESAID (SAID POINT BEING 8.0 FEET NORTH OF A LINE "X" DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF 3/4 OF THE WEST 1/2 OF BLOCK 92 AFORESAID TO THE NORTHWEST CORNER OF JOHN LONERGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 AFORESAID); THENCE WEST ALONG A LINE 8.0 FEET NORTH OF AND PARALLEL WITH SAID LINE "X", A DISTANCE OF 113.16 FEET; THENCE SOUTH PERPENDICULARLY TO SAID LINE "X", A DISTANCE OF 17.33 FEET; THENCE WEST ALONG A LINE 9.33 FEET SOUTH OF AND PARALLEL WITH SAID LINE "X", 184.69 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, 60.0 FEET EAST OF THE NORTHWEST CORNER THEREOF IN JOHN LONERGAN'S SUBDIVISION AFORESAID, TO A POINT ON THE SOUTH LINE OF LOT 8, 60.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN COUNTY CLERK'S DIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 95 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 833.19 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 95 TO A POINT ON A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 850.27 FEET MORE OR LESS TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF BLOCK 98 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID BLOCK 98 WITH THE NORTHERLY EXTENSION OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 9 TO 16 BOTH INCLUSIVE IN THOMAS' SUBDIVISION OF THE EAST 1/2 OF SAID BLOCK 98; THENCE SOUTH ALONG SAID PARALLEL LINE TO THE EASTERLY EXTENSION OF A LINE 34.0 FEET NORTH OF A PARALLEL WITH THE SOUTH LINE OF LOTS 41 AND 60 TO 63 IN THOMAS AND BOONE'S SUBDIVISION OF BLOCK 98 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 60.0

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FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOTS 63 TO 78 BOTH INCLUSIVE IN THOMAS AND BOONE'S SUBDIVISION AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE AND ITS NORTHERLY EXTENSION TO A POINT ON THE NORTH LINE OF SAID BLOCK 98 AFORESAID; THENCE EASE ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TAX MAP OR PARCEL ID NO.: 17-27-310-093-1528 ADDRESS: 3001 S MICHIGAN AVE APT 802; CHICAGO, IL 60616



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