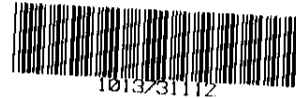


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Doc#: 1013731112 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/17/2010 12:51 PM Pg: 1 of 4

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 #: 6895100738XXXX



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/12/2010, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of COMMUNITY SAVINGS BANK ("Junior Lien Holder"), having an address for notice purposes of:  
4801 W. BELMONT AVENUE  
CHICAGO, IL 60641

**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 03/13/2004, executed by JAVIER A. MEDINA, A MARRIED MAN AND GUILLERMINA MEDINA, DIVORCED NOT SINCE REMARRIED, with a property address of: 6530 W IRVING PARK RD, CHICAGO, IL 60634

which was recorded on 3/31/2004, in Volume/Book N/A, Page N/A, and Document Number 0409111069, 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 GUILLERMINA MEDINA

(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 COMMUNITY SAVINGS BANK in the maximum principal face amount of \$ 40,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 5.5000% 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 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

(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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Bank of America, N.A.

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

By: Jean English  
Its: Assistant Vice President

04/12/2010  
Date

Damon Cager  
Witness Signature

Damon Cager  
Typed or Printed Name

Tina Story  
Witness Signature

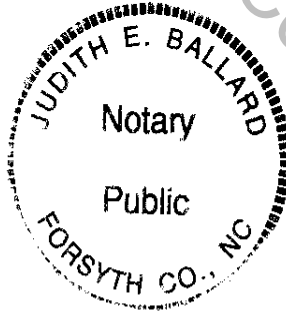
Tina Story  
Typed or Printed Name



### Individual Acknowledgment:

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

On this the Twelfth day of April, 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.

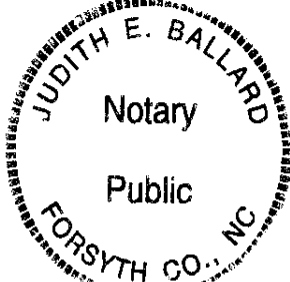


Judith E. Ballard  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/24/2013

### Corporate Acknowledgment:

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

On this the Twelfth day of April, 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

(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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**PARCEL 1:**

**UNIT NO. 406 IN MERRIMAC SQUARE CONDOMINIUM III AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:**

**LOTS 1 AND 4 IN PONTARELLI SUBDIVISION OF MERRIMAC SQUARE, A PART OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,**

**WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY PARKWAY BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED JUNE 9, 1992 AND KNOWN AS TRUST NUMBER 10346 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NUMBER 93337398 TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.**

**PARCEL 2:**

**PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER, ALONG AND UPON THE LAND, AS SET FORTH BELOW, AND FURTHER DELINEATED IN EXHIBIT "A" OF DOCUMENT NUMBER 92607113, FOR DRIVEWAYS, WALKWAYS, COMMON PARKING AND PARK AREAS AS CREATED BY DECLARATION OF COMMON EASEMENTS AND MAINTENANCE AGREEMENT DATED AUGUST 7, 1992 AND RECORDED AUGUST 14, 1992 AS DOCUMENT NUMBER 92607113 BY AND AMONG PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1992 AND KNOWN AS TRUST NUMBER 10345, PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 5, 1991 AND KNOWN AS TRUST NUMBER 10176 AND PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1992 AND KNOWN AS TRUST NUMBER 10346.**

**PARCEL 3:**

**THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NO. P-7 AND STORAGE SPACE NO. S-26, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 93337398.**

**P.I.N. 13-18-409-034-1026**

**C/K/A 6530 W. IRVING PARK ROAD - CHICAGO, IL 60634-2456**