



Doc#: 1022935070 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/17/2010 12:05 PM Pg: 1 of 5

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 #: 6895100845XXXX

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/05/2010, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway
Greensboro, NC 27410

in favor of WINTRUST MORTGAGE CORPORATION ("Junior Lien Holder"), having an address for notice purposes of:

1 S. 660 MIDWEST ROAD STE 100
OAKBROOK TERRACE, IL 60181

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 08/12/2005, executed by PATRICK C. BURCHELL AND KAREN C. BURCHELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, with a property address of: 1414 GREENWOOD, EVANSTON, IL 60201

which was recorded on 8/23/2005, in Volume/Book N/A, Page N/A, and Document Number 0523522140, 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 PATRICK C. BURCHELL AND KAREN C. BURCHELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY

(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 WINTRUST MORTGAGE CORPORATION in the maximum principal face amount of \$ 341,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.6250% 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.

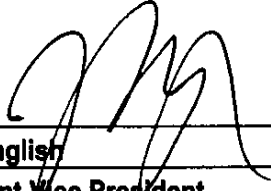
This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

(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.

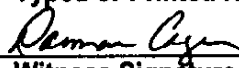
Two witness signatures required in CT, FL, GA, SC and TN


 By: Jean English
 Its: Assistant Vice President

08/05/2010
 Date


 Witness Signature

Tara Grant
 Typed or Printed Name


 Witness Signature

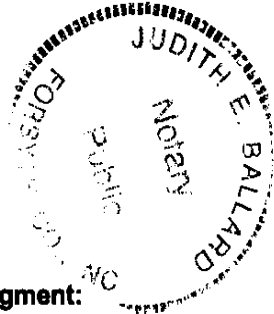
Damon Cager
 Typed or Printed Name

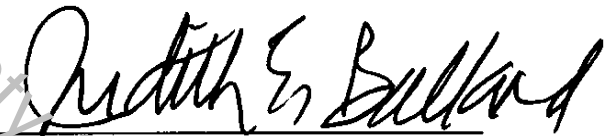


Individual Acknowledgment:

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

On this the Fifth day of August, 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.

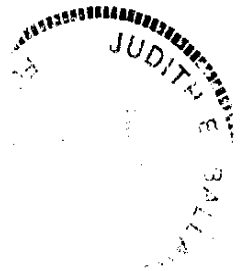


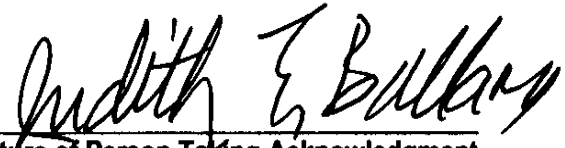

 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/24/2013

Corporate Acknowledgment:

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

On this the Fifth day of August, 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.




 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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RECORDING / ESCROW / TITLE INSTRUCTIONS

EXHIBIT B

TO: WINTRUST MTG CORP.	DATE:	August 5, 2010
2626 WARRENVILLE ROAD		
STE 200	SUB #.	105511
DOWNERS GROVE, IL 60515		
Attention: FELICIA ROSS	CUSTOMER LOAN #:	6895100845XXXX
PHONE #: 630-598-2305	LOAN AMOUNT:	\$0.00
CUSTOMER NAME: PATRICK BURCHELL	LINE AMOUNT:	\$125,000.00

We have agreed to subordinate to the following:

Lender:	WINTRUST MORTGAGE CORPORATION
Amount not to Exceed:	\$341,000.00
Term:	360
Vesting:	PATRICK C. BURCHELL AND KAREN C. BURCHELL, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY
Conditions:	Conditions

Additional Requirements:

1. New Request Fee: \$125 Paid / Modification/Duplication Fee: \$0 Paid
2. Property and supplemental taxes paid current.
3. **NO ADDITIONS OR ALTERATIONS ALLOWED TO SUBORDINATION AGREEMENT. ANY ADDITIONS OR ALTERATIONS MAY VOID AGREEMENT.** Contact Bank of America immediately at (800) 953-5321 option 3 to have instructions immediately faxed to you regarding how to obtain a revised document. A revised document will be prepared within 2 business days. **There is a \$50 up front fee for revisions.** Please record enclosed documents upon close of escrow.
4. Subordinations Unit provides only the subordination agreement. Please call customer service for all other information regarding the Bank of America line of credit.
5. Escrow / Title Instructions are **CANCELLED** if new 1st mortgage loan not funded within 90 days. Subordination Agreement should be returned to Bank of America.
6. The Bank of America subordination document uses the term "senior" and "junior" to refer to the recording positions of the liens in question. Noting this, the document is formatted to reflect several things happening at once.
 - The current first mortgage is to be paid off and satisfied, which moves the Bank of America lien to the "senior" position.
 - The new first mortgage is recorded behind the Bank of America lien in the "junior" position.
 - The Subordination Agreement is recorded, which is Bank of America's agreement to subordinate its lien to the new first mortgage (move the "senior" to "junior" position).
 - Therefore, "Junior" on the 2nd page of the subordination agreement is referring to the new first mortgage and not Bank of America's line of credit. The line of credit amount will not be shown on the subordination agreement.
 - The subordination agreement is acceptable in the courthouse as formatted. No additional verbiage will be added.
7. Borrowers signatures are not required on our subordination agreement.
8. A principal reduction may be required on account # 6895100845XXXX; balance not to exceed new credit limit of \$ 125,000.00.
SEND Principle Reduction Payments to:

(**) Bank of America / Payments
Attn: NC4-105-01-34
4161 Piedmont Parkway
Greensboro, NC 27410
9. If escrow is canceled, agreement must be returned to reinstate original limit.

Prepared by:	Subordinations Unit	Greensboro NC
For inquires contact:	PH: (800) 934-5626	Telephone Hours 08:30am - 5:00pm EST

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Commitment Number: 203111

SCHEDULE C

PROPERTY DESCRIPTION

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

THE EAST 40 FEET OF LOTS 18, 19 AND 20 IN BLOCK 1 OF HITT'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOTS 1 TO 4, INCLUSIVE, IN SUB LOT 40 OF LOTS 5 TO 9, INCLUSIVE, IN BLOCK 59, IN EVANSTON, IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-13-428-004-0000

CKA: 1414 GREENWOOD , Evanston, IL 60201