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Doc#: 1023747046 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 08/25/2010 10:59 AM Pg: 1 of 4

(8-23)

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 #: 6895101031XXXX



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/16/2010, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of CITIMORTGAGE, INC. D/B/A CITICORP MTG. ("Junior Lien Volder"), having an address for notice purposes of: 1000 TECHNOLOGY DRVIE O'FALLON, MO 63368

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 07/12/2006, executed by ALEXANDER WASHINGTON, JR., AND JACQUELINE E. WASHINGTON, with a property address of: 8944 S CLAREMONT AVE, CHICAGO, IL 60643

which was recorded on 8/7/2006, in Volume/Book N/A, Page N/A, and Document Number 0621921087, 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 ALEXANDER WASHINGTON, JR., AND JACQUELINE E. WASHINGTON

(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 CITIMORTGAGE, INC. D/B/A CITICORP MTG. in the maximum principal face amount of \$ 130,840.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 5.1250% 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 purchas r(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, FŁ, 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, NA

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

By:

Andrew Holland

Its:

Vice President

07/16/2010

Dat<u>e</u>

Witness Signature

Tara Grant

Typed or Printed Name

Witness Signature

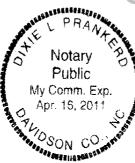
Phoebe Howard

Typed or Printed Name

Individual Acknowledgm.ant:

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

On this the Sixteenth day of July, 2010, before me, Dixie L. Prankerd, the undersigned Notary Public, personally appeared Andrew Holland, 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: 04/16/2011

Corporate Acknowledgment:

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

On this the Sixteenth day of July, 2010, before me, Dixie L. Prankerd, the undersigned Notary Public. personally appeared 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.

Notary Public My Comm. Exp. Apr. 16, 2011 OSON CO

Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/16/2011

(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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ORDER NO.: 1301 - 004400893 ESCROW NO.: 1301 - 004400893

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STREET ADDRESS: 8944 SOUTH CLAREMONT AVENUE

CITY: CHICAGO

ZIP CODE: 60643

COUNTY: COOK

TAX NUMBER: 25-06-108-015-0000

STREET ADDRESS: 8944 SOUTH CLAREMONT AVENUE

CITY: CHICAGO

ZIP CODE: 60643

COUNTY: COOK

TAX NUMBER: 25-06-108-014-0000

Schedule "A"

LEGAL DESCRIPTION:

LOTS 15 AND 16 IN BLOCK 4 IN O. REUTER'S DEVERLY HILLS, A SUBDIVISION OF THE SOUTH 3/8 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER Discontinue of the contract of 26, 1921 AS DOCUMENT NO. 7337133, IN COOK COUNT V. J. LINOIS.

PAYLEGAL 12/99 DG