

# UNOFFICIAL COPY



Doc#: 1033512079 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/01/2010 09:57 AM 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 #: 6895100869XXXX

**Bank of America**



8825714  
210047657 All  
2010

## Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/29/2010, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of COLE TAYLOR BANK ("Junior Lien Holder"), having an address for notice purposes of:  
7789 EAST M-36  
WHITMORE LAKE, MI 48189

**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 11/25/2005, executed by ROBIN D. HORBERG-BRUEBACH AND THOMAS O. BRUEBACH, HER HUSBAND, with a property address of: 105 N CATHERINE, LA GRANGE, IL 60525

which was recorded on 12/7/2005, in Volume/Book N/A, Page N/A, and Document Number 0534113200, 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 ROBIN D. HORBERG-BRUEBACH AND THOMAS O. BRUEBACH, HER 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)

EX 333-CTI

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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 COLE TAYLOR BANK in the maximum principal face amount of \$ 323,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.3750% 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)

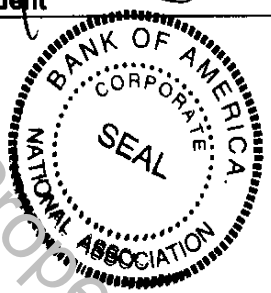
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Bank of America, N.A.

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

By: Kathy Clark  
 Its: Vice President

10/29/2010  
 Date [Signature]



Witness Signature

Shannon Davis  
 Typed or Printed Name

[Signature]  
 Witness Signature

Cristie Wiley  
 Typed or Printed Name

**Individual Acknowledgment:**

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

On this the Twenty-Ninth day of October, 2010, before me, Dixie L. Pranker, the undersigned Notary Public, personally appeared Kathy Clark, 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.

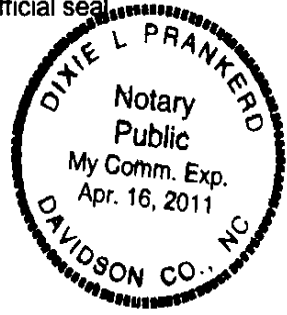


[Signature]  
 Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 04/16/2011

**Corporate Acknowledgment:**

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

On this the Twenty-Ninth day of October, 2010, before me, Dixie L. Pranker, 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.



[Signature]  
 Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 04/16/2011

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NA

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :

LOT 10 IN BLOCK 14 IN COSSITT'S FIRST ADDITION TO LA GRANGE A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD AND SOUTH OF NAPERVILLE ROAD OR OGDEN AVENUE, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**