

# UNOFFICIAL COPY



Doc#: 1035039013 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/16/2010 09:06 AM Pg: 1 of 4

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

*Kathy Clark*

**Recording requested by: LSI**  
**When recorded return to :**  
**Custom Recording Solutions**  
**2550 N. Redhill Ave.**  
**Santa Ana, CA. 92705** 10195613  
**800-756-3524 Ext. 5011**

**Bank of America**



## Real Estate Subordination Agreement

APN# 10152110430000 0035118652 201

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/03/2010, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway  
Greensboro, NC 27410

in favor of WELLS FARGO BANK, 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 07/07/2006, executed by LEONID B. SHAGALL AND ALLA SHAGALL, with a property address of: 4150 EMERSON STREET, SKOKIE, IL 60076

which was recorded on 8/29/2006, in Volume/Book N/A, Page N/A, and Document Number 0624116021, 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 LEONID B. SHAGALL AND ALLA SHAGALL

(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)

S ✓  
P ✓  
S ✓  
M ✓  
SC ✓  
E ✓  
INT ✓

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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 WELLS FARGO BANK, N.A. in the maximum principal face amount of \$ 160,560.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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.

*To be recorded concurrently with Mortgage dated 11/30/10*  
 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: Kathy Clark  
Its: Vice President

11/03/2010

Date

Shannon Davis  
Witness Signature

Shannon Davis  
Typed or Printed Name

Phoebe Howard  
Witness Signature

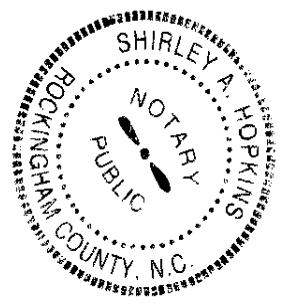
Phoebe Howard  
Typed or Printed Name



### Individual Acknowledgment:

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

On this the Third day of November, 2010, before me, Shirley A. Hopkins, 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.



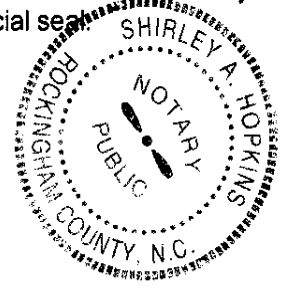
Shirley A. Hopkins  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/02/2014

SHIRLEY A. HOPKINS

### Corporate Acknowledgment:

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

On this the Third day of November, 2010, before me, Shirley A. Hopkins, 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.



Shirley A. Hopkins  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/02/2014

SHIRLEY A. HOPKINS

(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 ID: 10195613

Loan No.: 0314582891

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 11 and 12 in Block 4 in The Orchards, Crawford-Church Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

Assessor's Parcel Number: 10152110430000

Property of Cook County Clerk's Office