UNOFFICIAL



Doc#: 1100604085 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/06/2011 11:05 AM Pg: 1 of 4

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmonk Farkway
Greensboro, NC 47/10

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100828XXXX

(2), 8481963

Bank of America

Cal Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/14/2010, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of LAKE FOREST BANK AND TRUST COMAOPNY ISAOA ("J', nìo) Lien Holder"), having an address for notice purposes of: 507 SHERIDAN ROAD HIGHWOOD, IL 60040

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 06/11/2005, executed by WILLIAM G. SPRINGER AND ANDREA L. BUSHALA, HIS WIFE, with a property address of: 2706 ASBURY AVE, EVANSTON, IL 60201

which was recorded on 6/29/2005, in Volume/Book N/A, Page N/A, and Document Number 0518016048, 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 WILLIAM G. SPRINGER AND ANDREA L. BUSHALA, HIS WIFE

(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)

00-12-3421NSBW 02-2005

BOX 333-CTI

S / N

1100604085 Page: 2 of 4

UNOFFICIAL COPY

(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 LAKE FOREST BANK AND TRUST COMAOPNY ISAOA in the maximum principal face amount of \$ 417,000.00 (the "Principal Amount") [For North Carolina only — bearing interest and payable as therein provided at the maximum rate of 4.1250% for a period not to exceed 240.00 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 extern of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation of 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 a frights 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 fubordinator 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)

1100604085 Page: 3 of 4

UNOFFICIAL COPY

Bank of America, N.A.

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

10/14/2010

Date

Witness Signature

Yolanda Brown

Typed or Printed Name

AMMARIAN

TWO witness Signatures required in CT, FL, GA, SC and TN

10/14/2010

Date

Yolanda Brown

Typed or Printed Name

Witness Signature
Emma Burnette

Typed or Printed Name

Individual Acknowledgment:

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

On this the Fourteenth day of October, 2010, before me, Dixie L. Prankerd, 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 thereunto set my hand and official seal.

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

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

CA'S

Corporate Acknowledgment:

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

On this the Fourteenth day of October, 2010, before me, Dixie L. Prankerd, 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.

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

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)

1100604085 Page: 4 of 4

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008481963 WK STREET ADDRESS: 2706 ASBURY AVE

CITY: EVANSTON COUNTY: COOK

TAX NUMBER: 05-35-312-009-0000

LEGAL DESCRIPTION:

LOT 11 (EXCEPT THE NORTH 28 FEET), LOT 12 AND 13 (EXCEPT THE SOUTH 50 FEET) IN BLOCK 2 IN THE SIDDIVISION OF BLOCKS 2 AND 3 IN ROST AND GRANTS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1,266 FEET OF THE EAST 1/2 OF LOT 19 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION (EXCEPT THE NORTH 240 ACRES) IN QUILMETTE RESERVATION. TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGALD

CAR

12/27/10