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Doc#: 1101435080 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/14/2011 10:50 AM Pg: 1 of 5

TITLE CORPORATION

150 W JACKSON BLVD. SUITE 320

THICAGO W BOSCO

This insurement was prepared by: Bank of America Subordination Unit 4161 Piedinos Parkway Greensboro, NC 27410 After recording return to: Bank of America Collateral Tracking 4161 Piedmont Parkway Greensboro, NC 27410 Account #: 6895800098XXXX

Bank of America

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/09/2010, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of FIFTH THIRD MORTGAGE COMPANY, ISAOA ("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 03/21/2010, executed by SARAH R. BREITLANDER AND PETER BREITLANDER, with a property acid ess of: 1934 N BISSELL ST, CHICAGO, IL 60614

which was recorded on 6/28/2010, in Volume/Book N/A, Page N/A, and Document Number 1017904368, 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 SARAH R. BREITLANDER AND PETER BREITLANDER

(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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1101435080 Page: 2 of 5

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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 FIFTH THIRD MORTGAGE COMPANY, ISAOA in the maximum principal face amount of \$ 404,250.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.2400% 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 Holde 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 a signs.

(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)

1101435080 Page: 3 of 5

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Individual Acknowledgment:

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

On this the Ninth day of December, 2010, before me, Kathleen Torain, 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 whereor hereunto set my hand and official seal.



Signature of Person Taking Acknowledgment Commission Expiration Date: 10/12/2013

Office C

Corporate Acknowledgment:

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

On this the Ninth day of December, 2010, before me, Kathleen Torain, the undersigned Notery 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 of Person Taking Acknowledgment Commission Expiration Date: 10/12/2013

(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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1101435080 Page: 4 of 5

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Acknowledgement taken outside of New York State:

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

On the Ninth day of December, 2010, Before me the undersigned personally appeared Andrew Holland

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose nan e(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ics) that by his/her/their signature(s) on the instrument, the individual(c) of the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the city of Greensboro, NC.

NOTA ALIC

Signature of Parson Taking Acknowledgment Commission Expiration Date: 10/12/2013

(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)

1101435080 Page: 5 of 5

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File No.: 146496

EXHIBIT A

Lot 12, (except the West 65 feet thereof), in subdivision of Block 5, in Sheffield's Addition to Chicago, in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For Informational Use Only Pin Number: 14-32-407-064-0000

Address: 1934 N Bissell St Chicago IL 60614

JANBI.

Property of County Clark's Office