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Doc#: 1106949046 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 03/10/2011 02:36 PM Pg: 1 of 4

FNF 13012019

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkway Greensboro, NO 27410

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100192XXXX

Bank of America

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/30/2010, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of MERRILL LYNCH CREDIT CORPORATION ("Junior Lien Holder"), having an address for notice purposes of: 1 MORTGAGE WAY MOUNT LAUREL, NJ 08054

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 05/20/2006, executed by SCOTT STRONG AND MONIQUE PIERON, with a property address of: 3425 NC RTH BOSWORTH AVE, CHICAGO, IL 60657

which was recorded on 7/11/2006, in Volume/Book N/A, Page N/A, and Document Number 0619243129, 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 SCOTT STRONG AND MONIQUE PIERON

(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 MERRILL LYNCH CREDIT CORPORATION in the maximum principal face amount of \$701,212.76 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.6250% 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 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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By: Andrew Holland
Its: Vice President

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

12/30/2010

Date
Witness Signature

Anna Wilkinson
Typed or Printed Name
Witness Signature

Cristie Wiley
Typed or Printed Name

Individual Acknowledgment:

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

On this the Thirtieth day of December, 2010, before me, Judith E. Ballard, 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 whe eof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment Commission Expiration Date: 03/24/2013

6/450

Corporate Acknowledgment:

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

On this the Thirtieth day of December, 2010, before me, Judith E. Ballard, 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 of Person Taking Acknowledgment Commission Expiration Date: 03/24/2013

(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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FIDELITY NATIONAL TITLE INSURANCE COMPANY



1990 E. ALGONQUIN RD. #100, SCHAUMBURG, ILLINOIS 60173

PHONE: (847) 397-1300

ORDER NUMBER: 2010 013012019 STREET ADDRESS: 3425 N BOSWORTH AVE FAX: (847) 885-5728

CITY: CHICAGO

SCF

TAX NUMBER: 14-20-309-009-0000

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

LOT 14 AND THE NORTH 5 FEET OF LOT 15 IN BLOCK 6 IN LANE PARK ADDITION TO LAKE VIEW SAID ADDITION BEING A SUBDIVISION OF NORTH 1/2 OF WEST 1/2 AND NORTH 1/4 OF SOUTH 1/2 The Topic of County Clarks Office OF SAID WEST 1/2 OF SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS