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Doc#: 1107312064 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/14/2011 09:36 AM Pg: 1 of 4

ST 620524 1/1
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 #: 6895100894XXXX

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/15/2010, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of ENVOY MORTGAGE, LTD ("Junior Lien Holder"), having an address for notice purposes of:
5100 WESTHEIMER RD STE 320
HOUSTON, TX 77056

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 04/21/2006, executed by MARK G GERVAIS, with a property address of: 10735 S DRAKE AVE, CHICAGO, IL 60655

which was recorded on 5/11/2006, in Volume/Book N/A, Page N/A, and Document Number 0613121103, 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 MARK G GERVAIS

(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

STEWART TITLE COMPANY
2055 West Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000

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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 ENVOY MORTGAGE, LTD in the maximum principal face amount of \$ 119,715.00* (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 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 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.

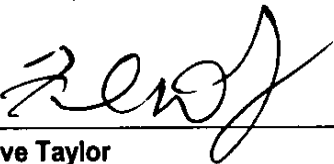
*
ADD DOCUMENT # 1105318058

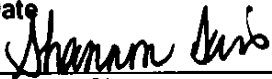
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Bank of America, N.A.

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


 By: Dave Taylor
 Its: Vice President

12/15/2010
 Date

 Witness Signature

Shannon Davis
 Typed or Printed Name

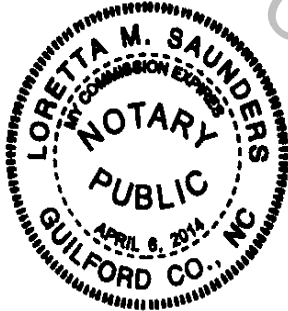

 Witness Signature
Tara Grant
 Typed or Printed Name




Individual Acknowledgment

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

On this the Fifteenth day of December, 2010, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Dave Taylor, 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.

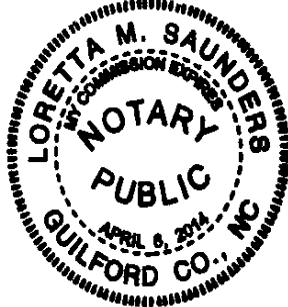



 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 04/06/2014

Corporate Acknowledgment:

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

On this the Fifteenth day of December, 2010, before me, Loretta M. Saunders, 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: 04/06/2014

(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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LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 620524

LOT 4 IN BLOCK 6 IN HOLMES SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 3, 4, 5, 6, 11, 12, 13 AND 14 IN HILL'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-14-401-012
10735 S. Drake Ave.
Chgo, IL 60655

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