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Doc#: 1107540051 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 03/16/2011 11:36 AM Pg: 1 of 4

2082

15820-11-00071

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

After recording return to: Bank of America Collateral Tracking 4161 Piedmont Parkway Greensboro, NC 27410 Account #: 6895101231XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/25/2011, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway

Greensboro, NC 27410
in favor of GUARANTEED RATE, INC. ("Junior Lien Holder"), having an address for notice purposes of: 3940 N. RAVENSWOOD AVE.

CHICAGO, IL 60613

#### # 1107540050

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 03/25/2008, executed by DARREN T. WILSON AND CHRISTINE M. WILSON, HUSBAND AND WIFE, AS 1 ENANTS BY THE ENTIRETY, with a property address of: 6424 N NORDICA AVE, CHICAGO, IL 60631

which was recorded on 4/9/2008, in Volume/Book N/A, Page N/A, and Document Number 0810010148, and if applicable, modified on a property 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 DARREN T. WILSON AND CHRISTINE M. WILSON, TENANCY BY ENTIRETY

(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

SY P4 SN SCY 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 GUARANTEED RATE, INC. in the maximum principal face amount of \$ 160,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.7500% 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 on 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 Hold or 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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Witness Signature

**Typed or Printed Name** 

Cristie Wiley

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Bank of America, N.M.

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

O2/25/2011

Date

Vice President

Vice President

Jane Whitley

Typed or Printed Name

OF AMARIAN Typed or Printed Name



Individual Acknowledgment:

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

On this the Twenty-Fifth day of February, 2011, before me, Loretta M. Saunders, 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 whereof therein set my hand and official seal.



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

Option Option

Corporate Acknowledgment:

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

On this the Twenty-Fifth day of February, 2011, 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, CP, FLCBA, ANL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

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15820-11-00071

Property Address: 6424 N. NORDICA AVE

CHICAGO, IL 60631-1647

Parcel I.D:

10-31-307-030

LOT 12 IN BLOCK 44 IN NORWOOD PARK, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 12 CONVEYED TO THE CITY OF CHICAGO FOR ALLEY, BY DEED DATED MARCH 14, 1933 AND RECORDED NOVEMBER 15, 1933, AS DOCUMENT 11315586.

Droperty of County Clark's Office