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Doc#: 1108704012 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2011 09:51 AM Pg: 1 of 5

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 #: 6895100184XXXX

Bank of America



Return to: **United Lender Services Corp.**
2000 Cliff Mine Road, Suite 610
Park West Two
Pittsburgh, PA 15276

Real Estate Subordination Agreement

Parcel # 14-20-407-050-1008
326126

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/03/2011, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of ING BANK, FSB ("Junior Lien Holder"), having an address for notice purposes of:
30 S. 7TH AVE
ST. CLOUD, MN 56301

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 02/22/2006 executed by DONALD NAGOLSKI, AN UNMARRIED PERSON, with a property address of: 800 W CORNELIA AVENUE APT 208, CHICAGO, IL 60657

which was recorded on 3/15/2006, in Volume/Book N/A, Page N/A, and Document Number 0607412057, 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 DONALD NAGOLSKI, AN UNMARRIED PERSON

(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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COOK COUNTY
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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 ING BANK, FSB in the maximum principal face amount of \$ 35,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.1250% 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 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.

(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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Bank of America, N.A.

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

By: Kathy Clark
 Its: Vice President

02/03/2011
 Date

Laurie Case
 Witness Signature

Laurie Case
 Typed or Printed Name

Anna Wilkinson
 Witness Signature

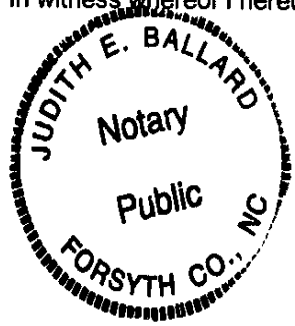
Anna Wilkinson
 Typed or Printed Name



Individual Acknowledgment

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

On this the Third day of February, 2011, before me, Judith E. Ballard, the undersigned Notary Public, personally appeared Kathy Clark, 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.

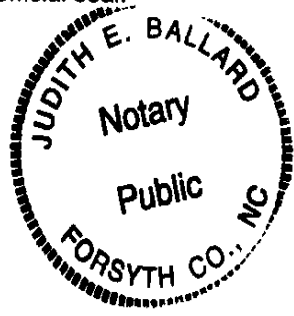


Judith E. Ballard
 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/24/2013
 Judith E. Ballard

Corporate Acknowledgment:

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

On this the Third day of February, 2011, 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.



Judith E. Ballard
 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/24/2013
 Judith E. Ballard

(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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Exhibit A

LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 06/13/2003 AND RECORDED 08/05/2003 AS INSTRUMENT NUMBER 0321733162 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

PARCEL 1:

UNIT 208 IN THE 800 WEST CORNELIA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 100 FEET OF THE SOUTH 110 FEET LYING WEST OF THE WEST LINE OF N. HALSTED STREET AND NORTH OF THE NORTH LINE OF W. CORNELIA AVENUE OF LOT 7 IN CIRCUIT COURT PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOT 69 IN BENTON'S ADDISON STREET ADDITION, BEING A SUBDIVISION OF THE EAST 102.9 FEET OF LOT 1 AND LOT 7 (EXCEPT THE EAST 100 FEET OF THE SOUTH 110 FEET THEREOF) IN CIRCUIT COURT PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL TAKEN AS A SINGLE TRACT (EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.24 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.74 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT (THE SOUTHEAST CORNER OF SAID TRACT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 7); THENCE SOUTH 89°-59'-15" WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 2.05 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. CORNELIA AVENUE); THENCE NORTH 00°-00'-00" WEST, 0.71 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 90°-00'-00" WEST, 26.53 FEET; THENCE NORTH 00°-00'-00" EAST, 40.19 FEET; THENCE NORTH 90°-00'-00" WEST, 5.88 FEET; THENCE NORTH 00°-00'-00" EAST, 8.29 FEET; THENCE SOUTH 90°-00'-00" EAST, 0.38 FEET; THENCE NORTH 00°-00'-00" EAST, 26.15 FEET; THENCE SOUTH 90°-00'-00" EAST, 16.82 FEET; THENCE NORTH 00°-00'-00" EAST, 33.97 FEET; THENCE SOUTH 90°-00'-00" EAST, 15.83 FEET; THENCE SOUTH 00°-0'-00" WEST, 0.73 FEET; THENCE SOUTH 90°-00'-00" EAST, 0.73 FEET; THENCE SOUTH 00°-00'-00" WEST, 32.18 FEET; THENCE NORTH 90°-00'-00" WEST, 0.75 FEET; THENCE SOUTH 00°-00'-00" WEST, 0.83 FEET; THENCE SOUTH 90°-00'-00" EAST, 0.75 FEET; THENCE SOUTH 00°-00'-00" WEST, 24.14 FEET; THENCE

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NORTH 90°-00'-00" WEST, 0.77 FEET; THENCE SOUTH 00°-00'-00" WEST, 0.82 FEET; THENCE SOUTH 90°-00'-00" EAST, 0.77 FEET; THENCE SOUTH 00°-00'-00" WEST, 24.16 FEET; THENCE NORTH 90°-00'-00" WEST, 0.75 FEET; THENCE SOUTH 00°-0'-00" WEST, 0.83 FEET; THENCE SOUTH 90°-00'-00" EAST, 0.75 FEET; THENCE SOUTH 00°-00'-00" WEST, 23.56 FEET; THENCE NORTH 90°-00'-00" WEST, 1.35 FEET; THENCE SOUTH 00°-00'-00" WEST, 1.35 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED ON JUNE 6, 2003 AS DOCUMENT 0315731128, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0315731128.

PERMANENT REAL ESTATE INDEX NUMBERS: 14-20-407-034-0000 AND 14-20-407-039-0000

ADDRESS OF REAL ESTATE: UNIT 208, 800 WEST CORNELIA AVENUE, CHICAGO, ILLINOIS 60657

PARCEL NO. 14-20-407-050-1008

Property of Cook County Clerk's Office