Doc#: 1108904046 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/30/2011 10:33 AM Pg: 1 of 4

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Ferkway Greensboro, NC 27410

Record & Return To:
Mortgage Information Services, Inc.
4877 Galaxy Parkway, Suite I
Cleveland, OH 44128

Bank of America

M.I.S. FILE NO //48274

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/02/2011, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of CITIMORTGAGE, INC., ISAOA ("Junior Lien Holder"), having ar address for notice purposes of: 1000 TECHNOLOGY DRIVE O'FALLON, MO 63368-2240

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness descricted in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 07/01/2000, executed by CHRISTOPHER STACHOWICZ AND EVA BRZOZOWSKI, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ANS NOT AS TENANTS IN COMMON, with a property address of: 3927 N. SAYRE AVE, CHICAGO, IL 60634

which was recorded on 7/19/2006, in Volume/Book N/A, Page N/A, and Document Number 0620035103, 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 CHRISTOPHER STACHOWICZ AND EVA STACHOWICZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ANS NOT AS TENANTS IN COMMON

(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)

X4-

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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 CITIMORTGAGE, INC., ISAOA in the maximum principal face amount of \$ 155,365.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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 Subcrditator 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: Jean English
Its: Assistant Vice President

SEAL M. O. A. CORPOR.

Individual Acknowledgment ASSOCIATION AND ADDRESS OF A CORPORT OF A CORPOR OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPOR OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPOR OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPOR OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPORT OF A CORPOR OF A CORPORT OF A C

Bank of America, N

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

03/02/2011

Date

Witness Signature

Jane Whitley

Typed or Printed Name

Witness Signature

Tara Grant

Typed or Printed Name

State/Commonwealth/District of North Caro ina County/City of Guilford/Greensboro

On this the Second day of March, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Jean English, known to me or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (a) he executed the same for the purposes therein contained. In witness whereof I hereunto set my name and official seal.

Signature of Person Taking Acknowledgment Commission Exp. ation Date: 09/02/2014

Corporate Acknowledgment:

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

SHANIKA WR'GHT

Notary Public Guilford County, NC

My Commission Expires Sept. 2, 2014

On this the Second day of March, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared the Assistant Vice President of Bank of America, N.A and that (s)he, as such Assistant 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 he self as Assistant Vice President. In witness whereof I hereunto set my hand and official seal.

SHANIKA WRIGHT

Notary Public Guilford County, NC

My Commission Expires Sept. 2, 2014

Signature of Person Taking Acknowledgment Commission Expiration Date 09/02/2014

(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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AGENT TITLE NO.: 200001148274

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND FEVERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 0406940119 AND IS DESCRIBED AS FOLLOWS:

LOT 19 IN BLOCK 2 IN ANDREW DUNNINGS SUBDIVISION OF THE WEST HALF OF THE EAST 40 ACRES OF THE NORTH HALF OF THE NORTH WEST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

E .
County Clarks Office COMMONLY KNOWN AS: 3927 N. SAYRE AVENUE, CHICAGO, ILLINOIS 60634.

APN: 13-19-105-018-0000