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Doc#: 1110850047 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/18/2011 01:41 PM Pg: 1 of 4

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 #: 6895101234XXXX



Real Estate Subordination Agreement

Return to:
SUCCESS TITLE SERVICES, INC.
400 Skokie Blvd Ste 630
Northbrook, IL 60062 292
STS11-00348

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/24/2011, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of INTERBANK MORTGAGE COMPANY ("Junior Lien Holder"), having an address for notice purposes of:
333 KNIGHTSBRIDGE PARKWAY STE 210
LINCOLNSHIRE, IL 60069

Doc # 1110850046

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 03/10/2008, executed by DAVID H. BELL, with a property address of: 1236 CHICAGO AVE APT 509, EVANSTON, IL 60202

which was recorded on 4/1/2008, in Volume/Book N/A, Page N/A, and Document Number 0809204363, 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 DAVID H. BELL

(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 INTERBANK MORTGAGE COMPANY in the maximum principal face amount of \$ 417,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.8750% 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.

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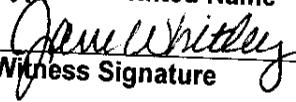
Bank of America, N.A.

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


 By: Jean English
 Its: Assistant Vice President

03/24/2011
 Date: Laurie Case
 Witness Signature

Laurie Case
 Typed or Printed Name


 Witness Signature

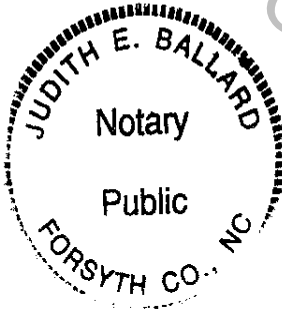
Jane Whitley
 Typed or Printed Name

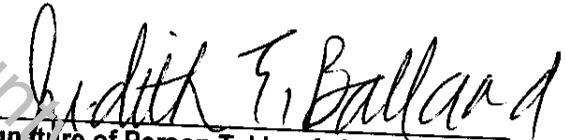


Individual Acknowledgment:

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

On this the Twenty-Fourth day of March, 2011, before me, Judith E. Ballard, 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 (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

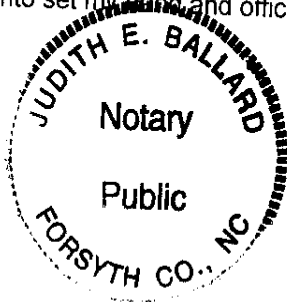


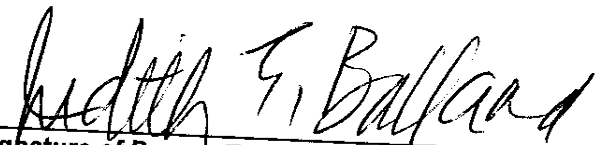

 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/24/2013

Corporate Acknowledgment:

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

On this the Twenty-Fourth day of March, 2011, before me, Judith E. Ballard, 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/herself as Assistant Vice President. In witness whereof I hereunto set my hand and official seal.




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

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Success Title Services, Inc.
As an Agent for Chicago Title Insurance Company
400 Skokie Blvd. Ste. 380 Northbrook, IL 60062

Commitment Number: STS11_00348

SCHEDULE C PROPERTY DESCRIPTION

Property commonly known as:
1236 CHICAGO AVE, UNIT 509
EVANSTON, IL 60202
Cook County

The land referred to in this Commitment is described as follows:

PARCEL 1: UNIT NO. D-509 IN THE 1210-1236 CHICAGO AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS OR PARTS OF THEREOF IN G.M. LIMITED PARTNERSHIP CONSOLIDATION AND IN F.B. BREWER'S SUBDIVISION, EACH IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2001 AS DOCUMENT NO. 0011237861, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF P-113, P-114, S-113 AND S-114, LIMITED COMMON ELEMENTS AS DESCRIBED IN THE AFORESAID DECLARATION.

PARCEL 3: EASEMENTS IN, UNDER, OVER, UPON, THROUGH AND ABOUT THE "CITY PROPERTY", FOR THE BENEFIT OF PARCELS 1 AND 2, AS DEFINED AND GRANTED IN ARTICLE 2 OF THE REDEVELOPMENT AGREEMENT / AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 1210 CHICAGO AVENUE DEVELOPMENT BETWEEN THE CITY OF EVANSTON AND TR CHICAGO AVENUE PARTNERS, LP DATED JULY 17, 2000 AND RECORDED AUGUST 3, 2000 AS DOCUMENT NO. 00589859.

PERMANENT INDEX NUMBER: 11-19-105-040-1089