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Doc#: 1115917024 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/08/2011 10:08 AM 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 #: 6895100916XXXX

Bank of America



A5V-52848

Return To: Rae Bodonyi
Lender Recording Services
33700 Lear Industrial Pkwy
Avon, Ohio 44011
440-716-1820

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/06/2010, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of AMERISAVE MORTGAGE CORPORATION ("Junior Lien Holder"), having an address for notice purposes of:
3350 PEACHTREE RD. STE 1000
ATLANTA, GA 30326

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 12/22/2007, executed by BRIAN TOBA AND SARAH L. REMIJAN, HUSBAND AND WIFE, with a property address of: 1923 W ROSCOE, CHICAGO, IL 60657

which was recorded on 1/9/2008, in Volume/Book N/A, Page N/A, and Document Number 0800915078, 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 BRIAN TOBA AND SARAH L. REMIJAN, HUSBAND AND WIFE

(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)

S yes
P yes
S N
M N
SC yes
E yes
INT see

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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 AMERISAVE MORTGAGE CORPORATION 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 3.8750% for a period not to exceed 180.00 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: Kathy Clark
 Its: Vice President

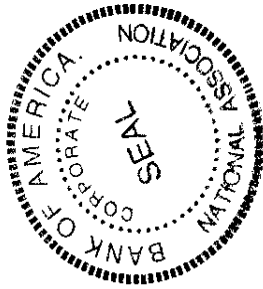
10/06/2010
 Date

Shannon Davis
 Witness Signature

Shannon Davis
 Typed or Printed Name

Phoebe Howard
 Witness Signature

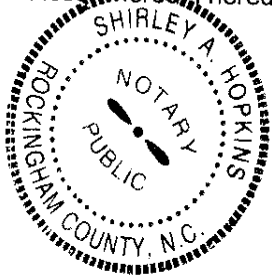
Phoebe Howard
 Typed or Printed Name



Individual Acknowledgment:

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

On this the Sixth day of October, 2010, before me, Shirley A. Hopkins, 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.



Shirley A. Hopkins
 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/02/2014

Corporate Acknowledgment:

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

On this the Sixth day of October, 2010, before me, Shirley A. Hopkins, 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.



Shirley A. Hopkins
 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 03/02/2014

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LEGAL DESCRIPTION

EXHIBIT "A"

LOT 10 IN GROSS PARK SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 40 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH WEST ¼ OF THE NORTH EAST ¼, THE SOUTH EAST ¼ OF THE NORTH WEST ¼, AND THE EAST ½ OF THE SOUTH EAST ¼ THEREOF) IN COOK COUNTY, ILLINOIS.

SUBJECT TO: GENERAL REAL ESTATE TAXES FOR 1999 AND SUBSEQUENT YEARS AND COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

PARCEL ID #14-19-418-011-0000

THIS BEING THE SAME PROPERTY CONVEYED TO BRIAN TOBA AND SARAH REMIJAN, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY FROM TIMOTHY J. BARRY AND BETH MILES BARRY, HIS WIFE IN A DEED DATED APRIL 11, 2000 RECORDED MAY 3, 2000 IN BOOK 3071 PAGE 0033.

Property Commonly Known As: 1923 West Roscoe Street Chicago, IL 60657

ASV-2347
Linear Title & Closing
127 John Clarke Road
Middletown, RI 02842