

UNOFFICIAL COPY



Doc#: 1116017011 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/09/2011 10:15 AM Pg: 1 of 4

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

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606 114 63066
800-756-3524 Ext. 5011

Bank of America



Real Estate Subordination Agreement

IL- 11463066

044865425

207

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/08/2011, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of WELLS FARGO BANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:

1525 West W.T. Harris Blvd.
MAC D1108-02F, Charlotte, NC 28262

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 09/01/2007, executed by SUZANNE G. MCBRIDE AND JOHN R. O'NEILL, with a property address of: 1005 HAYES AVE, OAK PARK, IL 60302

which was recorded on 9/12/2007, in Volume/Book N/A, Page N/A, and Document Number 0725517007, 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 SUZANNE G. MCBRIDE AND JOHN R. O'NEILL

(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)

P-4

UNOFFICIAL COPY

(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 WELLS FARGO BANK, N.A. in the maximum principal face amount of \$ 313,224.00 (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.

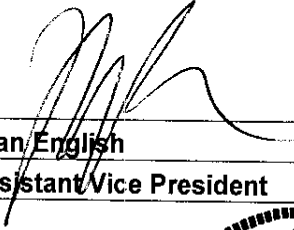
This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

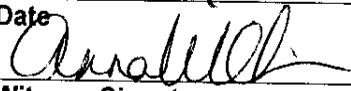
(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

UNOFFICIAL COPY


Bank of America, N.A.

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


 By: Jean English
 Its: Assistant Vice President

04/08/2011
 Date

 Witness Signature

Anna Wilkinson
 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 Eighth day of April, 2011, before me, Dixie L. Prankerd, 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.

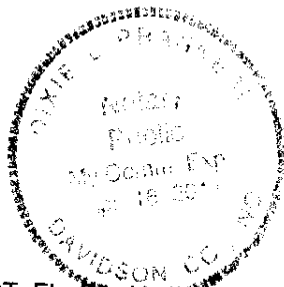




 Signature of Person Taking Acknowledgment
 Commission Expiration Date: 04/16/2011
 Dixie L. Prankerd

Corporate Acknowledgment:

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

On this the Eighth day of April, 2011, before me, Dixie L. Prankerd, 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: 04/16/2011
 Dixie L. Prankerd

(for use in AR, AZ, CO, CT, FL, GA, IL, IN, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

UNOFFICIAL COPY

Order ID: 11463066

Loan No.: 0322950114

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 59 (Except the South 2 feet thereof) in Bon Air, being a subdivision of that part of the Northwest 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the North 75 acres West of a line 631.34 feet West of the East line of said 1/4 Section North of the North line of the South 85 acres of said 1/4 Section and East of the center line of Ridgeland Avenue in Cook County, Illinois.

Assessor's Parcel Number: 16-05-117-038

Property of Cook County Clerk's Office