

# UNOFFICIAL COPY



Doc#: 1119919080 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/18/2011 01:32 PM Pg: 1 of 4

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

Return To: File # 329652  
TranStar National Title  
2201 W Plano Pkwy, Ste 152  
Plano, TX 75075

**Bank of America**



## Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/27/2011, 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 7TH AVENUE SOUTH  
SAINT 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 10/25/2008, executed by LINDA S. WHITE AKA LINDA S. COPPOLA, with a property address of: 1237 RICHMOND LN, WILMETTE, IL 60091

which was recorded on 12/5/2008, in Volume/Book N/A, Page N/A, and Document Number 0834003038, 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 LINDA S. WHITE

(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 ING BANK, FSB in the maximum principal face amount of \$ 405,900.00 (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 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

*Deborah Brown*  
 By: **Deborah Brown**  
 Its: **Assistant Vice President**

06/27/2011  
 Date

*Tara Grant*  
 Witness Signature

Tara Grant  
 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 Twenty-Seventh day of June, 2011, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Deborah Brown, 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.

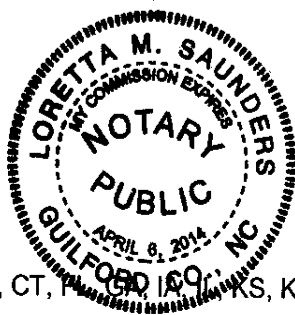


*Loretta M. Saunders*  
 Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 04/06/2014

**Corporate Acknowledgment:**

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

On this the Twenty-Seventh day of June, 2011, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Deborah Brown, 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.



*Loretta M. Saunders*  
 Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 04/06/2014

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## EXHIBIT A – Legal Description

All that certain parcel of land situate in the City of Wilmette, County of Cook and State of Illinois bounded and described as follows:

PARCEL 1 : LOT 11 IN BLIETZ CONNECTICUT VILLAGE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OR THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1939 AS DOCUMENT 12319126, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTH 25 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED (DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY; WHICH LAST MENTIONED POINT IS 402.0 FEET NORTHWESTERLY OF THE SOUTH LINE OF SAID 1/4 OF SECTION, AS MEASURED ALONG SAID EASTERLY RIGHT OF WAY LINE (SAID LAST MENTIONED POINT BEING ALSO THE SOUTHWESTERLY CORNER OF LOT 11, IN BLIETZ'S CONNECTICUT VILLAGE SUBDIVISION); THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID EASTERLY RIGHT OF WAY LINE, 70 FEET TO A POINT IN THE JOINT RIGHT OF WAY LINE, BETWEEN THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY AND THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID JOINT RIGHT OF WAY LINE 50.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SAID POINT RIGHT OF WAY LINE: 70 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY WHICH LAST MENTIONED POINT IS ALSO THE NORTHWESTERLY CORNER OF LOT 11 IN BLIETZ'S CONNECTICUT VILLAGE SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE, 50.0 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS.

Being the same property as transferred by deed dated 03/02/09, recorded 03/18/09, from Linda S. Coppola n/k/a Linda S. White, divorced and not since remarried, to Linda S. White, recorded as Instrument No. 0907712015

Tax id#:05-28-407-017-0000 & 05-28-407-061-0000

329652

Linda S White

1237 Richmond Lane  
Wilmette, Illinois 60091