

# UNOFFICIAL COPY



Doc#: 1120911007 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/28/2011 09:05 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 #: 6895101233XXXX

8833299J

201127140300 8/10

Bank of America



## Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/20/2011, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410

in favor of NORTHERN TRUST COMPANY ("Junior Lien Holder"), having an address for notice purposes of:  
1 MORTGAGE WAY  
MT. LAUREL, NJ 08054

**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 04/18/2003, executed by MICHAEL B. MCGILL AND SUSAN L. MCGILL, with a property address of: 1162 HAMPTONDALE, WINNETKA, IL 60093

which was recorded on 5/14/2008, in Volume/Book N/A, Page N/A, and Document Number 0813513025, 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 MICHAEL B. MCGILL AND SUSAN L. MCGILL

(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)

**BOX 333-67**

S Y  
P 4  
S N  
SC Y  
INT 7

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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 NORTHERN TRUST COMPANY in the maximum principal face amount of \$ 400,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.7300% 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) (a 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**

06/20/2011  
 Date  
*Tara Grant*  
 Witness Signature

Tara Grant  
 Typed or Printed Name  
*Phoebe Howard*  
 Witness Signature

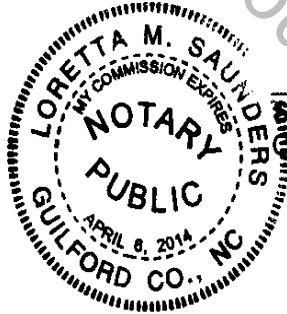
Phoebe Howard  
 Typed or Printed Name



**Individual Acknowledgment:**

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

On this the Twentieth 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.

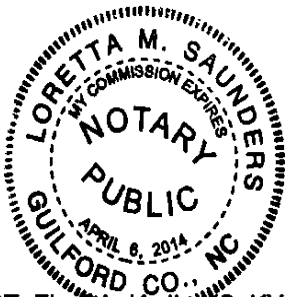


*Loretta Saunders*  
 Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 04/06/2014

**Corporate Acknowledgment:**

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

On this the Twentieth day of June, 2011, before me, Loretta M. Saunders, 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.



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

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## CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1401 008833299 PIL  
**STREET ADDRESS:** 1162 HAMPTONDALE RD  
**CITY:** WINNETKA **COUNTY:** COOK  
**TAX NUMBER:** 05-17-307-007-0000

**LEGAL DESCRIPTION:**

THE NORTHEASTERLY 70 FEET OF THE SOUTHWESTERLY 358.3 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 5 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DISTANCE SOUTH FROM THE NORTH LINE OF THE NORTHWEST 1/4, 583 FEET, THENCE RUNNING SOUTHWESTERLY AT AN ANGLE 65 DEGREES 4 MINUTES WITH THE SAID WEST LINE 500 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST MENTIONED LINE 150 FEET THENCE NORTHEASTERLY OF A LINE PARALLEL WITH SAID FIRST MENTIONED LINE 500 FEET AND THENCE AT RIGHT ANGLES WITH THE LAST MENTIONED LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PROPERTY OF Cook County Clerk's Office