UNOFFICIAL COPY



Doc#: 1126449155 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.0 Cook County Recorder of Deeds
Date: 09/21/2011 02:27 PM Pg: 1 of 5

(2edw-24)

Dukane Title Insurance Co 650 East Roosevelt Road Suite 104

Glen Ellyn, Winois 60137

D36614-16

2.1FL

This instrument was prepared by: Bank of Ameri & Subordination Unit 4161 Piedmont Parkway Greensboro, NC 27472 After recording return to: Bank of America Collateral Tracking 4161 Piedmont Parkway Greensboro, NC 27410 Account #: 6895800072XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/08/2011, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of DKMC DBA 1ST ADVANTAGE MORTGAGE, ISAOA ("Junior Lien Holder"), having an address for notice purposes of: 701 E 22ND ST STE 125 LOMBARD, IL 60148

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness descrired in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 08/27/2008, executed by WILLIAM J. MARRINAN AND MARI C. MARRINAN, with a property address of: 1417 VOLTZ RD., NORTHBROOK, IL 60062

which was recorded on 9/30/2008, in Volume/Book N/A, Page N/A, and Document Number 0827417005, 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 WILLIAM J. MARRINAN AND MARI C. MARRINAN

(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)

5

1126449155 Page: 2 of 5

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 DKMC DBA 1ST ADVANTAGE MORTGAGE, ISAOA in the maximum principal face amount of \$354,000.00 (the "Principal Amount") [For North Carolina only — bearing interest and payable as therein provided at the maximum rate of 3.5000% 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 cottle 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)

1126449155 Page: 3 of 5

UNOFFICIAL COP

Bank of America, N.A.

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

By:

Deborah Brown

Its:

Assistant Vice Presider

09/08/2011

Date

Witness Signature

Tara Grant

Typed or Printed Name

Witness Signature

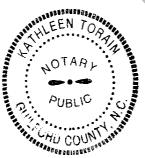
Cristie Wiley

Typed or Printed Name

Individual Acknowledgmer t.

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

On this the Eighth day of September, 2(11, before me, Kathleen Torain, 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.



Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/12/2013

This is to certify that this instrument was prepared by a Bank of America essociate.

Corporate Acknowledgment:

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

On this the Eighth day of September, 2011, before me, Kathleen Torain, 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.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/12/2013

KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN,

(for use in AR, AZ, CO TX, VA and VT)

00-12-3421NSBW 02-2005

1126449155 Page: 4 of 5

UNOFFICIAL COPY

THE FOLLOWING REAL PROPERLY SITUATE IN COUNTY OF COOK AND STATE OF ILLINOIS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 28 IN PARK PLACE ESTATES OF NORTHBROOK, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MAY 14, 1993 AS DOCUMENT NUMBER 93366641. IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AS CPEATED BY DECLARATION OF COVENANTS, CONDITIONS. RESTRICTIONS. EASEMENTS AND RIGHTS FOR PARK PLACE ESTATES OF NORTHBROOK DATED - AND RECORDED MAY 17. 1993 AS DOCUMENT NUMBER 93366707, MADE BY PARK PLACE ESTATES OF NORTHBROOK LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

LOTS 45 AND 46 (ALSO KNOWN AS OUTLOTS C AND D) IN PARK PLACE ESTATES OF NORTHBROOK SUBDIVISION BEING A SUED VISION IN THE NORTH HALF OF SECTION 15. TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNIY, ILLINOIS.

PARCEL 3-

A NON-EXCLUSIVE EASEMENT FOR THE PENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS TO AND FROM THE EMERGENCY FIRE LANE EASEMENT AS CREATED BY DECLARATION OF EASEMENT DATED MAY 14, 1993 AND RECOK DED MAY 19, 1993 AS DOCUMENT NUMBER 93366643 OVER, ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A 20.0 FOOT STRIP OF LAND IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15 WITH THE SOUTH LINE OF THE NORTH 5 CHAINS OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 88 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE LAST SAID SOUTH LINE 19.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 59 MINUTES 39 SECONDS EAST ALONG THE LAST SAID SOUTH LINE 20.70 FEET; THENCE SOUTHEASTERLY 436.29 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 630.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 34 DEGREES 53 MINUTES 30 SECONDS EAST 427.63 FEET); THENCE SOUTH 54 DEGREES 43 MINUTES 52 SECONDS EAST TANGENT TO THE LAST SAID CURVE 119.81 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 153.58 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY VVITH A RADIUS OF 410.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARING SOUTH 44 DEGREES 00 MINUTES 05 SECONDS EAST 152.86 FEET); THENCE SOUTHEASTERLY 391.38 FEET ALONG THE ARC OF A CURVE CONVEX. SOUTHWESTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 850.00 FEET (THE CHORD OF SAID ARC BEARING SOUTH 46 DEGREES 27 MINUTES 45 SECONDS EAST 387.93 FEET); THENCE SOUTH 33 DEGREES 21 MINUTES 51 SECONDS WEST 20.03 FEET; THENCE NORTHWESTERLY 309.54 FEET AIONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 870.00 FEET TO A POINT OF REVERSE CURVE (THE CHORD CF SAID ARC BEARING NORTH 46 DEGREES 25 MINUTES 40 SECONDS WEST 396.03 FEET); THENCE NORTHWESTERLY 146.07 FEET ALONG THE ARC OF A CURVE CONVEX NORTHEASTERLY, TANGENT TO THE LAST SAID CURVE WITH A RADIUS OF 390.00 FEET (THE CHORD OF SAID ARC SEARING NORTH 44 DEGREES 00 MINUTES 05 SECONDS WEST 145.22 FEET); THENCE NORTH 54 DEGREES 43 MINUTES 52 SECONDS WEST TANGENT TO THE LAST SAID CURVE 1149.81 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 455.89 FEET ALONG THE ARC OF A CURVE CONVEX SOUTHWESTERLY, TANGENT

(D36614-DK.PFD/D36614-DK/10)

1126449155 Page: 5 of 5

UNOFFICIAL COPY

TO THE LAST SAID LINE WITH A RADIUS OF 650.00 FEET (THE CHORD OF SAID ARC BEARING NORTH 34 DEGREES 38 MINUTES 18 SECONDS WEST 446.81 FEET) TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office