Doc#: 1131117040 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/07/2011 02:02 PM Pg: 1 of 4

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedr. on, Parkway Greensboro, NC 27410 Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606 /2338782
800-756-3524 Ext. 5011

Bank of America

Real Estate Subordination Agreement

IL-12828780

0184703189

211

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/18/2011, 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:

101 North Phillips Avenue Sioux Falls, SD 57104

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 05/13/2003, executed by STANISLAW GRABOWSKI AND CELINA GRABOWSKI, with a property address of 1913 N 75TH AVE, ELMWOOD PARK, IL 60707

which was recorded on 7/29/2003, in Volume/Book N/A, Page N/A, and Document Number 0321013219, 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 STANISLAW GRABOWSKI AND CELINA GRABOWSKI

(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)

00-12-3421NSBW 02-2005

JAN NOY DA

1131117040 Page: 2 of 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 \$ 188,366.00 (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 Holde, 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)

1131117040 Page: 3 of 4

UNOFFICIAL COPY

Bank of America, N.A.

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

| O8/18/2011 | Date | Control of the control

Individual Acknowledgment:

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

On this the Eighteenth day of August, 2011, before me, Shanika Wright, 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) the executed the same for the purposes therein contained. In witness whereof I hereung set my hand and official seal.

SHANIKA WRIGHTIGATIVE of Person Taking Acknowledgment
Notary Public Comm. Sion Expiration Date: 09/02/2014

Guilford County, NC

My Commission Expires Sept. 2, 2014

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

Corporate Acknowledgment:

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

On this the Eighteenth day of August, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Jean English, 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.

SHANIKA WRIGHT

Notary Public Guiltoni County, NC

My Commission Expires Sapt. 2, 2014

Signature of Person Taking Acknowledgment

Commission Expiration Date: 09/02/2014

(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)

1131117040 Page: 4 of 4

UNOFFICIAL COPY

Order ID: 12338782

Loan No.: 0331848986

EXHIBIT A LEGAL DESCRIPTION

The following described property:

The Nort: 33 feet of the South 66 feet of Lot 17 in Mont Clare Hillside First Addition, a Subdivision of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. al.

place 12-36
County Clerk's Office

Assessor's Parcel Number: 12-36-402-030-0000