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Doc#: 1203349016 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/02/2012 11:07 AM Pg: 1 of 4

9886730

Chicago Title ServiceLink Division 4000 Industrial Blvd Aliquippa PA 15001

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkvyay Greensboro, NC 27/10 After recording return to:

Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100909XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/13/2011, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of JP MORGAN CHASE BANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:

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 18/2007, executed by RICHARD ZEWE, SANDRAL L ZEWE, with a property address of: 893 MARGRI: T ST, DES PLAINES, IL 60016

which was recorded on 11/2/2007, in Volume/Book N/A, Page N/A, and Document Number 0730617015, 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 RICHARD ZEWE, SANDRAL L ZEWE

(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 JP MORGAN CHASE BANK,N.A. in the maximum principal face amount of \$ 116,415.00 (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)

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Bank of America, N.A.

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

12/13/2011

Date

Witness Signature

Tara Grant

Typed or Printed Name

Witness Signature

Anna Wilkinson

Typed or Printed Name

Individual Acknowledgment:

Typed or Printed Name

Typed or Printed Name

State/Commonwealth/District of North Carolina County/City of Guilford/Grcer.shoro

On this the Thirteenth day of December, 2011, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Deborah Brown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the wit in 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: 03/02/2014

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

Corporate Acknowledgment:

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

On this the Thirteenth day of December, 2011, before me, Shirley A. Hopkins, 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.

MOTAP ZOUNT

Signature of Person Taking Acknowledgment Commission Expiration Date/03/02/2014

(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)

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Exhibit "A" **Legal Description**

ALL THAT PARCEL OF LAND IN CITY OF DES PLAINES. COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 0030207432, ID# 09-20-104-012-0000, BEING KNOWN AND DESIGNATED AS THE NORTH 1/2 OF LOT 14 IN BLOCK 2 IN DES PLAINES GARDENS, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM RACHEL A. LOPEZ, UNMARRIED AS SET FORTH IN DOC SEL SUNTY CONTROL OF THE CONTROL OF # 0030207432 DATED 01/21/2003 AND RECORDED 02/11/2003, COOK COUNTY RECORDS, STATE OF ILLINOIS.

893 MARGRET ST DES PLAINES, IL 60016

Tax ID: 09-20-104-012-0000