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Doc#: 1204155039 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/10/2012 01:54 PM Pg: 1 of 4

RETURN TER

SPECIALIA ALCAR SERVICE, INC. 1375 REMINGTON RD., SUITE K SCHAUMBURG, U. 60173 Phone: R47-884 6734 For: 810-884 7418

> This instrumen, was prepared by: Bank of America Subordination Unit 4161 Piedmont Park Jay Greensboro, NC 27410

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895800111XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/07/2011, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway
Greensboro, NC 27410
in favor of INTERBANK MORTGAGE COMPANY ISAOA/ATIMA ("Junior Lien Holder"), having an address for notice purposes of: 333 KNIGHTS BRIDGE PKWY STE. 210
LINCOLNSHIRE, IL 60069

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 10/04/2011, executed by RICHARD J CZAJKA AND SHEILA A CZAJKA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, with a property address of: 990 SHERMER RD, NORTHBROOK, IL 60062

which was recorded on 10/21/2011, in Volume/Book NA, Page NA, and Document Number 1129404219, and if applicable, modified on \_\_\_\_, in Volume/Book NA, Page NA, Document Number NA, 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 J CZAJKA AND SHEILA A CZAJKA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY

(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 INTERBANK MORTGAGE COMPANY ISAOA/ATIMA in the maximum principal face amount of \$ 127,250.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.7500% for a period not to exceed 240.00 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, to 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 or 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)

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Individual Acknowledgment:

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

On this the Seventh day of December, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Jean English, Inown 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, because of the purposes therein contained.

### SHANIKA WRIGHT

Notary Public Guilford County, NC

My Commission Expires Sept. 2, 2014

Signature of Person Taking Acknowledgment Commission Expiration Date: 09/02/2014

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 Seventh day of December, 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
Guilford County, NC
My Commission Expires Sept. 2, 2014

Signature of Person Taking Acknowledgment Commission Expiration Date: 09/02/2014

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#### **EXHIBIT A**

File No.: 2111400

Property Address: 990 SHERMER ROAD, NORTHBROOK, IL, 60062

PARCEL 1: THE WEST 50 FEET OF THE EAST 10 RODS OF THE WEST 50 RODS OF THE NORTH ½ OF THE NORTHEAST ¼ (EXCEPT THE NORTH 1306 FEET THEREOF) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WESTERLY 50 FEET OF LOT 2 AS MEASURED ON THE NORTH LINE THEREOF IN ZOLLWEIG'S SUBDIVISION OF 1'HE WEST 7-1/3 ACRES OF THE NORTH ¼ OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 10, 1'OWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY. 1LL NOIS.

PARCEL 3: THE EAST 6 FEET OF LOT 12 IN THE SUBDIVISION OF LOT 3 OF ZOLLWEG'S SUBDIVISION OF THE WEST 7-1/3 ACRES OF "HE NORTH 1/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 1/2, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-10-200-031-0000 & 04-10-200-033-0000 & 04-10-200-081-0000