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Doc#: 1204117021 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/10/2012 11:09 AM Pg: 1 of 4

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 *2516370*

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/20/2011, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of WELLS FARGO BANK NA ("Junior Lien Holder"), having an address for notice purposes of:
2701 WELLS FARGO WAY
MINNEAPOLIS, MN 55467

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 10/17/2007, executed by BARBARA L. ONOFRIO, with a property address of: 3133 S MICHIGAN AVE, CHICAGO, IL 60616

which was recorded on 10/30/2007, in Volume/Book N/A, Page N/A, and Document Number 0730301112, 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 BARBARA L. ONOFRIO

(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 WELLS FARGO BANK NA in the maximum principal face amount of \$ ~~46,269.00~~ (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 120.00 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

Doc 110635301 rec 3/4/11

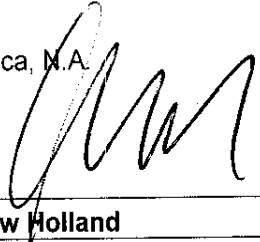
Now, Therefore for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection 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.

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Bank of America, N.A.



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

By: Andrew Holland
Its: Vice President

01/20/2011
Date: Laure Case
Witness Signature

Laure Case
Typed or Printed Name
Tina Bell Story
Witness Signature
Tina Bell Story
Typed or Printed Name

Individual Acknowledgment:

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

On this the Twentieth day of January, 2011, before me, Dixie L. Pranker, the undersigned Notary Public, personally appeared Andrew Holland, 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.



Dixie L. Pranker
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/16/2011

Corporate Acknowledgment:

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

On this the Twentieth day of January, 2011, before me, Dixie L. Pranker, the undersigned Notary Public, personally appeared the Vice President of Bank of America, N.A and that (s)he, as such 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 Vice President. In witness whereof I hereunto set my hand and official seal.



Dixie L. Pranker
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/16/2011

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Exhibit "A" Legal Description

ALL THAT CERTAIN CONDOMINIUM SITUATED IN CITY OF CHICAGO, COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL 1: UNIT NO. 3133 IN THE MICHIGAN INDIANA CONDOMINIUM (AS HEREINAFTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE CREATED BY THE GROUND LEASE FOR MICHIGAN PLACE DATED DECEMBER 7, 1999 BETWEEN ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLACE LLC, AS LESSEE, RECORDED BY THE COOK COUNTY RECORDER OF DEEDS ON FEBRUARY 29, 2000 AS DOCUMENT NO. 00-147967 INCLUDING ALL AMENDMENTS AND EXHIBITS THERETO (THE "GROUND LEASE") WHICH GROUND LEASE DEMISES THE LAND HEREINAFTER DESCRIBED FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENT LOCATED ON THE FOLLOWING DESCRIBED LAND:

CERTAIN PARTS OF BLOCK 1 IN CHARLES WALKERS SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON A SURVEY WHICH IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR MICHIGAN INDIANA CONDOMINIUM DATED FEBRUARY 23, 2001 AND RECORDED BY THE COOK COUNTY RECORDER OF DEEDS ON MARCH 15, 2001 AS DOCUMENT 001-0205852, AS THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME (AS SO AMENDED, "THE DECLARATION"), ALL IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF T-63, T-62, PATIO AND LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

BY LEASEHOLD DEED FROM MICHIGAN PLACE LLC AS SET FORTH IN DOC # 0020064432 DATED 12/27/2001 AND RECORDED 01/16/2002, COOK COUNTY RECORDS, STATE OF ILLINOIS.

Tax ID: 17-34-102-051-1085