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Doc#: 1204526023 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2012 08:42 AM Pg: 1 of 4

FIRST AMERICAN TITLE
ORDER # 44170481LA

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

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100623XXXX

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/13/2012, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of BMO HARRIS BANK, NA ("Junior Lien Holder"), having an address for notice purposes of:
3800 GOLF ROAD 3RD FLOOR
ROLLING MEADOWS, IL 60008

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 10/12/2004, executed by R. PATRICIA KELLY AND THOMAS F. KELLY, with a property address of: 538 EASTON RD, KENILWORTH, IL 60043

which was recorded on 10/28/2004, in Volume/Book N/A, Page N/A, and Document Number 0430217030, 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 THOMAS AND R. PATRICIA KELLY, 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)

00-12-3421NSBW 02-2005

AS RECORDED CONCURRENTLY HEREWITH

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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 BMO HARRIS BANK, NA in the maximum principal face amount of \$ 371,455.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.3750% 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

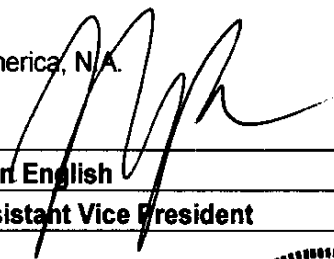
Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant 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 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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Bank of America, N.A.



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

By: Jean English

Date: 01/13/2012

Its: Assistant Vice President

Tara Grant
Witness Signature

Tara Grant
Typed or Printed Name

Cristie Wiley
Witness Signature

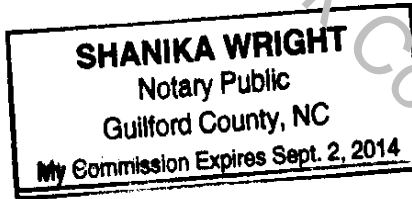
Cristie Wiley
Typed or Printed Name



Individual Acknowledgment:

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

On this the Thirteenth day of January, 2012, 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)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.



Shanika Wright
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 Thirteenth day of January, 2012, 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
Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 2 IN BLOCK 1 IN KENILWORTH COMMUNITY DEVELOPMENT, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 05-28-401-013-0000 Vol. 0104

Property Address: 538 Earlston Road, Kenilworth, Illinois 60043

Property of Cook County Clerk's Office