# **UNOFFICIAL COPY**



Doc#: 1206235046 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 03/02/2012 12:20 PM Pg: 1 of 4

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkvay Greensboro, NC 27,10 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895800094XXXX

Bank of America

FIRST AMERICAN TITLE
ORDER# 2246514

Real Fetate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/01/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway
Greensboro, NC 27410
in favor of PERL MORTGAGE INC ("Junior Lien Holder"), having an address for notice purposes of: 2936 W. BELMONT AVE
CHICAGO, IL 60618

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 01/05/2010, executed by KASIM AHMED AND RUQAYYA AHMED, with a property address of: 6733 N HAR DING AVE, LINCOLNWOOD, IL 60712

which was recorded on 2/26/2010, in Volume/Book N/A, Page N/A, and Document Number 1005703007, 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 KASIM AHMED AND RUQAYYA AHMED

(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 PERL MORTGAGE INC in the maximum principal face amount of \$ 360,500.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.8750% for a period not to exceed 360.00 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, Therefora, 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 repardless 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 a signs.

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Bank of America N

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

By:

Jean English

lte:

Assistant Vice President



02/01/2012

Date

Witness Signature

Chamil MaCain

Sherry McCain

Typed or Printed Name

Witness Signature

Cristie Wiley

**Typed or Printed Name** 

Individual Acknowledgment:

State/Commonwealth/Discret of North Carolina County/City of Guilford/Gree shoro

On this the First day of February 2012, before me, Rosa B. Simpson, 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 nare into set my hand and official seal.

## ROSA B SIMPSON

Notary Public Guilford Co., North Carolina My Commission Expires April 10, 2013 Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

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

#### **Corporate Acknowledgment:**

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

On this the First day of February, 2012, before me, Rosa B. Simpson, the undersigned flothry 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.

**ROSA B SIMPSON** 

Notary Public Guilford Co., North Carolina My Commission Expires April 10, 2013 Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

(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

Legal Description: THE NORTH 1/2 OF LOT 6 AND ALL OF LOT 5 IN BLOCK 2 IN LINCOLN AVENUE GARDEN'S BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1927, AS DOCUMENT NUMBER 9548461, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 10-35-301-054 Vol. No 130

Property Address: 6733 N Harding Ave, Lincolnwood, Illinois 60712

5733 N.

Property of County Clark's Office