UNOFFICIAL COPY



Doc#: 1208755017 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 03/27/2012 10:43 AM Pg: 1 of 4

This instrument was prepared by: Bank of An erica Subordination Unit 4161 Piedmont Farkway Greensboro, NC 27410 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100861XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/23/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of JPMORGAN 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 11/39/2005, executed by DOROTA CZARNIK AND STANISLAW CZARNIK, with a property address of: 513 N 6TH AVE, DES PLAINES, IL 60016

which was recorded on 11/25/2005, in Volume/Book N/A, Page N/A, and Document Number 0532912003, 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 DOROTA CZARNIK AND STANISLAW CZARNIK

(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



1208755017 Page: 2 of 4

UNOFFICIAL COPY

(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 JPMORGAN CHASE BANK, N.A. in the maximum principal face amount of \$ 107,255.00 (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

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 should remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien incider 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)

1208755017 Page: 3 of 4

UNOFFICIAL COPY

Bank of America, N.A.

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

02/23/2012

Date

Witness signature

Tara Grant

Typed or Printed Name

Witness Signature

Cristie Wiley

Typed or Printed Name

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

Individual Acknowledgment:

On this the Twenty-Third day of February, 2012, 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 within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In wilness whereof I hereunto set my hand and official seal.



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 Twenty-Third day of February, 2012, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Deborah Brown, the Assistant Vice President of Bank of Anjerica, N.A and that (s)he, as such Assistant Vice President, being authorized so to do, executed the foregoin a 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.

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)

1208755017 Page: 4 of 4

UNOFFICIAL COPY

ISSUED BY

ACQUEST TITLE SERVICES, LLC

2700 West Higgins Road, Suite 110, Hoffman Estates, IL, 60169 Phone: (847)252-7341 - Fax: (847)252-7346 AS ISSUING AGENT FOR

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: 2012020182

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Lot 30 in Des Plaines Terrace Unit 2, being a subdivision in part of Lot 2 in Conrad Moehling's Subdivision in the West 1/2 of Section 8 and the East 1/2 of fractional Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded as Document 18282560, on September 22, 1961.

PIN: 09-07-219-010

FOR INFORMATION PURPOSES ONLY:
THE SUBJECT LAND IS COMMONLY KNOWN AS:
516 North 6th Avenue
Des Plaines, IL 60016