

1231665 1/1  
Old Republic National Title  
Insurance Company  
20 S. Clark Street, Ste 2000  
Chicago, IL 60603  
312-641-7799



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 #: 6895800099XXXX

**Bank of America**



**Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/10/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of DRAPER AND KRAMER MORTGAGE CORPORATION DBA 1ST ADVANTAGE MORTGAGE ("Junior Lien Holder"),

**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 07/13/2010, executed by ANTONETTE FAVIA AS TRUSTEE OF THE ANTONETTE FAVIA DECLARATION OF TRUST DATED JANUARY 28,2005, with a property address of: 340 W SUPERIOR ST APT 1606, CHICAGO, IL 60654

which was recorded on 8/16/2010, in Volume/Book N/A, Page N/A, and Document Number 1022808080, 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 ANTONETTE FAVIA AS TRUSTEE OF THE ANTONETTE FAVIA DECLARATION OF TRUST DATED JANUARY 28,2005

(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 DRAPER AND KRAMER MORTGAGE CORPORATION DBA 1ST ADVANTAGE MORTGAGE in the maximum principal face amount of \$ 178,000.00 (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

*\*Recorded 5-2-2012 as document # 1212308509*

**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, any interest or late charges which may accrue thereon, 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.

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Bank of America, N.A.

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

By: Jean English  
Its: Assistant Vice President

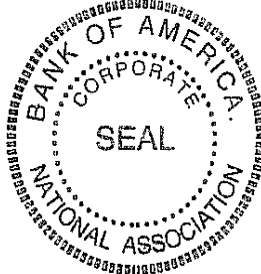
04/10/2012  
Date

Cristie Wiley  
Witness Signature

Cristie Wiley  
Typed or Printed Name

Sherry McCain  
Witness Signature

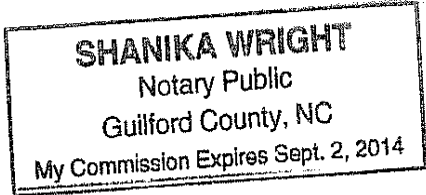
Sherry McCain  
Typed or Printed Name



**Individual Acknowledgment:**

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

On this the Tenth day of April, 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.



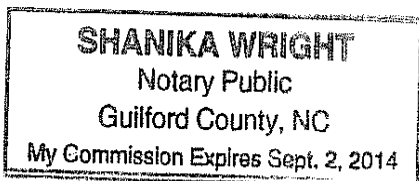
Shanika Wright  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 09/02/2014

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 Tenth day of April, 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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## LEGAL DESCRIPTION

PARCEL 1: UNIT 1608 AND PARKING UNIT 5-32 IN 340 WEST SUPERIOR CONDOMINIUMS AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOTS 11, 12, 13, 14, 15 AND 16 BOTH INCLUSIVE IN BLOCK 18 IN BUTLER, WRIGHT, AND WEBSTER'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 15, 2002 AS DOCUMENT NO. 0020190306, AS AMENDED FROM TIME TO TIME

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT TO PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (RECIPROCAL EASEMENT AGREEMENT) RECORDED FEBRUARY 15, 2002 AS DOCUMENT NO. 0020190305.

Address commonly known as:  
340 West Superior, Unit 1608  
Chicago, IL 60654

PIN#: 17-09-200-017-1112 & 1297

Office of Cook County Clerk's Office