

# **UNOFFICIAL COPY**



Doc#: 1222249033 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/09/2012 11:08 AM Pg: 1 of 4

This instrumen 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 #: 6895800045XXXX



### Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/06/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of PROSPECT MORTGAGE ("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 09/15/2007, executed by JAMES D. KNAPP AND SHELLEY D. KNAPP, with a property address of: 725 C/uM3RIDGE LN, HOFFMAN ESTATES, IL 60169

which was recorded on 11/9/2007, in Volume/Book N/A, Page N/A, and Document Number 0731303045, 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 JAMES D. KNAPP AND SHELLEY D. KNAPP

UX

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

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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 PROSPECT MORTGAGE in the maximum principal face amount of \$ 152,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.0000% 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, 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 a signs.

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Bank of America

By: Jean English

Its:

Assistant Vice President

07/06/2012

Date



### Individual Acknowledgment:

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

On this the Sixth day of July, 2012, before me, Kathleen Torain, the undersigned Notary Public, personally appeared scan 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 withers whereof I hereunto set my hand and official seal.

ROSA B SIMPSON

Notary Public
Guilford Co., North Carolina
My Commission Expires April (0) 2013

Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/12/2013

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 Sixth day of July, 2012, before me, Kathleen Torain, the indersigned 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.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/12/2013

ROSA B SIMPSON

Notary Public Guilford Co., North Carolina My Commission Expires April 10, 2013

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# **UNOFFICIAL COPY**

LEG.

11 IN BLOCK 191 IN THE HIGHLANDS AT HO,
JIVISION IN THE WEST HALF OF THE SOUTH EAS,
JINSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINC.
JUNTY, PLINOIS, ACCORDING TO THE PLAT THEREOF RECORD.
-CUMENT NOMBER 19142514, IN THE OFFICE OF THE RECORDER COUNTY, ILLINOIS.

21.N.: 07-09-421-011-0000

COMMONLY KNOWN AS 725 CAMBRIDGE LANE, HOFFMAN ESTATES, IL 60169