This instrument was prepared by Bank of America Subordination Unit 4161 Piedmor. Farkway Greensboro, NC 27/10

After recording return to
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895800077XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/16/2012, by Bank of America, N.A. ("Subordinator") having an address of 4161 Piedmont Parkway.

Greensboro, NC 27410
In favor of US BANK NATIONAL ASSOCIATION ("Junior Lien Holder"), having an address for notice purposes of

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness unscribed in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 10/03/2008, executed by JAMES J SECHEL AND ISOBEL C. SECHEL, with a property address of 17/38 JUDY CT, OAK FOREST, IL 60452

which was recorded on 11/6/2008, in Volume/Book N/A, Page N/A, and Document Number 0831104113, 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 J. SECHEL AND ISOBEL C SECHEL

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

1226857109 Page: 2 of 4

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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 US BANK NATIONAL ASSOCIATION in the maximum principal face amount of \$ 201,697.00 (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 at 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.

1226857109 Page: 3 of 4

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Bank of America, N.A

By: Jean English

Its:

Assistant Vice President

08/16/2012

Date



## Individual Acknowledgment:

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

On this the sixteenth day of August, 2012, before me, Kathleen Torain, 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.



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 Sixteenth day of August, 2012, before me, Kathleen Torain, 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 longgoing 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

1226857109 Page: 4 of 4

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Order No: **14284751** Loan No.. 2300256644

### Exhibit A

The following described property:

Lot 12 in Judy Court Subdivision of Lots 12 through 15, and the West 333.0 feet of Lot 11 in Block 2 in Arthu 1. McIntosh and Company's Southtown Farms Unit Number 6, being a Subdivision in the East half of the West half of Section 28, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No:

J2-061-6.

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