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Doc#: 1231345001 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds

Date: 11/08/2012 08:05 AM Pg: 1 of 4

This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Farl way Greensboro, NC 27+10 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895100612XXXX



**Iteal Estate Subordination Agreement** 

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/05/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway
Greensboro, NC 27410
in favor of JP MORGAN 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 GP/15/2003, executed by JACOB J KIM AND YOUNG SHIN KIM HUSBAND AND WIFE, with a property factoress of: 136 CRESCENT DR, GLENVIEW, IL 60025

which was recorded on 9/24/2003, in Volume/Book N/A, Page N/A, and Document Number 0326734074, 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 JACOB J KIM AND YOUNG SHIN KIM HUSBAND AND WIFE

(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 JP MORGAN CHASE BANK, N.A. in the maximum principal face amount of \$260,757.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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 parament 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 subordinated 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.

By: Deborah Brown

Its: Assistant Vice President

10/05/2012

Date



#### Individual Acknowledgment:

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

On this the Fifth day of October, 2012, before me, Kathleen Torain, 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 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 Fifth day of October, 2012, before me, Kathleen Torain, the undersigned Notary Public, personally appeared Deborah Brown, 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

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#### Exhibit "A" **Legal Description**

The land referred to herein below is situated in the county of COOK, State of IL and is described as follows:

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 0317642010, ID# 09-11-405-003, BEING KNOWN AND DESIGNATED AS LOT 3, BLOCK 6, IN GLENVIEW TERRACE SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1958 AS DOCUMENT 17368598, IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS: 136 CRESCENT DR, GLENVIEW, IL 60025 -405-003

OPECOAL COUNTY CLOTHES OFFICE

Tax/Parcel ID. 09-11-405-003