

# UNOFFICIAL COPY



Doc#: 1303133019 Fee: \$44.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/31/2013 09:16 AM Pg: 1 of 4

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 #: 6895100890XXXX

**Bank of America**



## Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/08/2013, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of MB FINANCIAL 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 03/23/2006, executed by AMALGAMATED BANK OF CHICAGO F/K/A AMALGAMATED BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF TRUST NUMBER 3739 DATED NOVEMBER 2, 1978, with a property address of: 648 DAUPHINE COURT UNIT D, ELK GROVE VILLAGE, IL 60007

which was recorded on 4/11/2006, in Volume/Book N/A, Page N/A, and Document Number 0610122040, 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 AMALGAMATED BANK OF CHICAGO F/K/A AMALGAMATED BANK AND TRUST

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

**BOX 334 CT INT**

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Property of Cook County Clerk's Office

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COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE ON BEHALF OF TRUST NUMBER 3739 DATED NOVEMBER 2, 1978

(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 MB FINANCIAL BANK, N.A. in the maximum principal face amount of \$ 139,000.00 (the "Principal Amount") **[For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 2.8750% for a period not to exceed 180.00 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

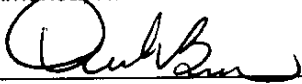
**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges 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 assigns.

(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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Bank of America, N.A.

  
By: **Deborah Brown**  
Its: **Assistant Vice President**

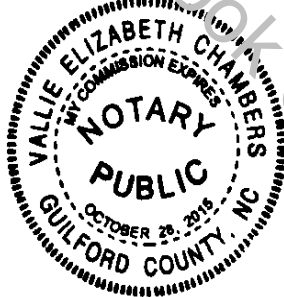
01/08/2013  
Date



**Individual Acknowledgment:**

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

On this the Eighth day of January, 2013, before me, Vallie Elizabeth Chambers, 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.



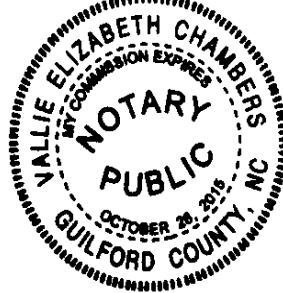
  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/28/2015


**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 Eighth day of January, 2013, before me, Vallie Elizabeth Chambers, 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: 10/28/2015

(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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**STREET ADDRESS:** 648 DAUPHINE COURT UNIT D  
**CITY:** ELK GROVE VILLAGE      **COUNTY:** COOK  
**TAX NUMBER:** 08-29-415-097-0000

**LEGAL DESCRIPTION:**

LOT 97 IN ELK GROVE ESTATES TOWNHOUSES OF PARCEL "G" BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1969 AS DOCUMENT NUMBER 20995531 AND FILED WITH THE REGISTRAR OF TITLES ON OCTOBER 24, 1969 AS DOCUMENT NUMBER LR 2477591 IN COOK COUNTY, ILLINOIS.

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