

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 #: 6883100257XXXX

57988220-185,112

**Bank of America**



**Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/29/2013, 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 12/13/2000, executed by WILLIAM B. METZDORFF AND SUSAN L. METZDORFF, HUSBAND AND WIFE, AS JOINT TENANTS, with a property address of: 3167 N CAMBRIDGE AVE # 1, CHICAGO, IL 60657

which was recorded on 12/15/2000, in Volume/Book N/A, Page N/A, and Document Number 00987467, 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 WILLIAM B. METZDORFF AND SUSAN L. METZDORFF, HUSBAND AND WIFE, AS JOINT TENANTS

(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 \$ 64,201.00 (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

RD 3-19-2013 Inst # 1307855079

**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.  
 \_\_\_\_\_  
 By: Jean English  
 Its: Assistant Vice President

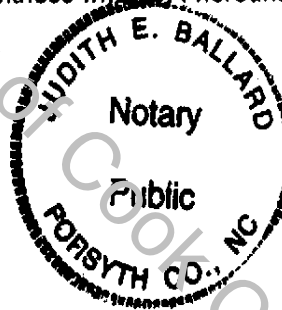
01/29/2013  
 \_\_\_\_\_  
 Date



**Individual Acknowledgment:**

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

On this the Twenty-Ninth day of January, 2013, before me, Judith E. Ballard, 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.



*Judith E. Ballard*  
 \_\_\_\_\_

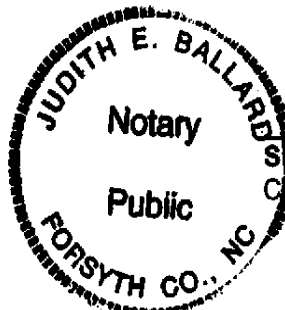
Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 03/24/2013

**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 Twenty-Ninth day of January, 2013, before me, Judith E. Ballard, 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.



*Judith E. Ballard*  
 \_\_\_\_\_

Signature of Person Taking Acknowledgment  
 Commission Expiration Date: 03/24/2013

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## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 14-23-103-063-1003

Land Situated in the City of Chicago in the County of Cook in the State of IL

UNIT 1 AS DESCRIBED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL:

LOTS 10 AND 11 IN BLOCK 3 IN KIMBALL YOUNG'S SUBDIVISION OF THE NORTH 10 ACRES OF THE EAST 172 OF THE NORTHWEST ¼ OF SECTION 28 TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY COMMERCIAL NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1977 AND KNOWN AS TRUST NUMBER 66, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON NOVEMBER 17, 1978, AS DOCUMENT NO. 24.723.148 TOGETHER WITH AN UNDIVIDED 12.2 PER CENT INTEREST IN THE COMMON ELEMENTS AS DESCRIBED IN THE SAID DECLARATION (EXCEPTING ALL UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

Commonly known as: 3167 N CAMBRIDGE AVE APT 1 , CHICAGO, IL 60657