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Doc#: 1309246002 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/02/2013 09:31 AM Pg: 1 of 4

**CITYWIDE
TITLE CORPORATION**
850 W. JACKSON BLVD., SUITE 320
CHICAGO, IL 60607

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

After recording return to:
Bank of America Subordinations
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895101028XXXX

4131943/5

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/06/2013, 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");

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 05/16/2006, executed by MARK B. WEINER AND DIANE WEINER, with a property address of: 3132 WENONAH AVE, BERWYN, IL 60402

which was recorded on 8/10/2006, in Volume/Book N/A, Page N/A, and Document Number 062256011, 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 MARK B. WEINER AND DIANE WEINER

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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 amount of \$ 180,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.2500% 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.

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Bank of America, N.A.



03/06/2013

By: Jean English

Date

Its: Assistant Vice President

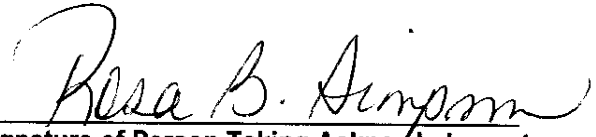


Individual Acknowledgment:

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

On this the Sixth day of March, 2013, before me, Rosa B. Simpson, 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.

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


Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2013

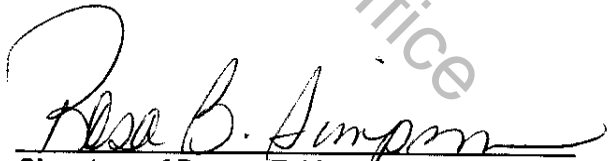
This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

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

On this the Sixth day of March, 2013, before me, Rosa B. Simpson, 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.

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


Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2013

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UNOFFICIAL COPY**EXHIBIT "A"**

LOT 16, (EXCEPT THE NORTH 10 FEET THEREOF) AND ALL OF LOT 17 IN BLOCK 31 IN ANDREWS AND PIPER'S SECOND ADDITION TO BERWYN, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 16-31-102-035-0000

Address: 3132 Wenonah Ave
Berwyn IL 60402

Property of Cook County Clerk's Office