

# UNOFFICIAL COPY



Doc#: 1312208062 Fee: \$44.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/02/2013 03:53 PM Pg: 1 of 4

This instrument was prepared by:  
Bank of America Subordination Unit  
4161 Piedmont Parkway 25092498  
Greensboro, NC 27410

After recording return to:  
Bank of America Collateral Tracking  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Account #: 6895101049XXXX  
Service link LLC  
4000 Industrial Blvd  
Alliquippa PA 15001

**Bank of America**



## Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/31/2012, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of CITIBANK, 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 01/05/2007, executed by RAFAEL GARCIA AND LAURA A ORTEGA, with a property address of: 4214 W 82ND PL, CHICAGO, IL 60652

which was recorded on 1/30/2007, in Volume/Book N/A, Page N/A, and Document Number 0703033051, 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 RAFAEL GARCIA AND LAURA A ORTEGA

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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 CITIBANK, N.A. in the maximum principal face amount of \$ 120,624.00 (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 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

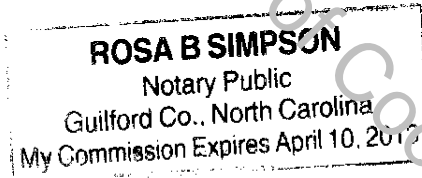
12/31/2012  
Date



**Individual Acknowledgment:**

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

On this the Thirty-First day of December, 2012, 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.



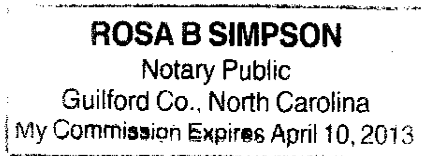
Rosa B. Simpson  
**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 04/10/2013

**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 Thirty-First day of December, 2012, 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/he self as Assistant Vice President. In witness whereof I hereunto set my hand and official seal.



Rosa B. Simpson  
**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 04/10/2013

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Commitment No: 23649727

## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, ID# 19-34-212-057, BEING KNOWN AND DESIGNATED AS:

LOT 257 IN FIRST ADDITION TO CRESTLINE HIGHLANDS SUBDIVISION A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS: 4214 W 82ND PL, CHICAGO IL 60652.

Property of Cook County Clerk's Office