This Institute of twas 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 #: 6895800058XXXX



#### Real Listate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/17/2013, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway

Greensboro, NC 27410
in favor of US BANK NATIONAL ASSOCIATION ("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 01/24/2008, executed by HALINA C. FERNANDEZ, JAVIER FERNANDEZ, with a property address of: 7910 V 80TH PLACE, BRIDGEVIEW, IL 60455

which was recorded on 2/27/2008, in Volume/Book N/A, Page N/A, and Document Number 0805817024, 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 HALINA C. FERNANDEZ, JAVIER FERNANDEZ

(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 US BANK NATIONAL ASSOCIATION in the maximum principal face amount of \$ 178,500.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.7500% for a period not to exceed 360.00 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 Recorded CO 3/6/5 CO COUNTY 13/06/557326

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. In 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 a signs.

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Bank of America,

By: Jean English

its:

Assistant Vice President

01/17/2013

Date



#### Individual Acknowledgment:

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

On this the Sevanteenth day of January, 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 Caro.ina My Commission Expires April 10, (:013

Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

This is to certify that this instrument was prepared by 2 Bank of America associate.

#### **Corporate Acknowledgment:**

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

On this the Seventeenth day of January, 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 forecoing instrument for the purposes therein contained, by signing the name of the corporation by him/her self is Assistant Vice President. In witness whereof I hereunto set my hand and official seal.

**ROSA B SIMPSON** 

Notary Public
Gullford Co., North Carolina
My Commission Expires April 10, 2013

Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

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Order No.: **15593637** Loan No.: 2300281445

### **Exhibit A**

The following described property:

Lot 12 In Stantons resubdivision of part of the West 1/2 of the Northwest 1/4 of Section 36, Township 38 South, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 18361130190000