This instruction was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkway Greensboro, NG 27410 After recording return ta:
Bank of America Subordinations
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6895800123XXXX

Bank of America

A Journal Title Group, LLC 94:37 official Woods Dr., Stell-Chescus, North Corplins 20216

**Feat Estate Subordination Agreement** 

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/06/2013, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of FIFTH THIRD MORTGAGE ("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 04/25/2013, executed by GARRET GLASER, with a property address of: 2215 W BARRY AVE, CHICAGO, ii. 60618

which was recorded on 5/7/2013, in Volume/Book N/A, Page N/A, and Document Number 1312757080, 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 GARRET GLASER

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

### **UNOFFICIAL COPY**

(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 FIFTH THIRD MORTGAGE in the maximum principal face amount of or not to exceed \$ 630,000.00 (the "Principal Amount") [For North Carolina only — bearing interest and payable as therein provided at the maximum rate of 2.7500% 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

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 we 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 reyment 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 andemnation) 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 reneval 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.

1317657065 Page: 3 of 4

## **UNOFFICIAL COPY**

Bank of America/1

By: Andrew Holland

s: Senior Vice President

06/06/2013

)ate



#### Individual Acknowledgment:

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

On this the Sixth day of June, 2013, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Andrew Holland, 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 contracted. In witness whereof I hereunto set my hand and official seal.



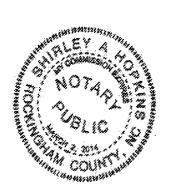
Signature of Person Faking Acknowledgment
Commission Expiration Date: 03/02/2014

This is to certify that into ment 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 June, 2013, before me. Shirley A. Hopkins, the Indersigned Notary Public, personally appeared Andrew Holland, the Senior Vice President of Bank of America, N.A and that (s)he, as such Senior Vice President, being authorized so to do, executed the forevoing instrument for the purposes therein contained, by signing the name of the corporation by him/he.seif as Senior Vice President. In witness whereof I hereunto set my hand and official seal.



Signature of Persent Taxing Acknowledgment Commission Experation Date: 03/02/2014

1317657065 Page: 4 of 4

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#### **EXHIBIT A**

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Tax ID No. 14-30-108-047-00/10