

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

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/08/2013, 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");

1000 Technology Dr. MS 321, O'Fallon, MD 63368

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 02/14/2004, executed by TIMOTHY D PAWLAK, DOMENICA PAWLAK, with a property address of: 630 BERNARD DR, BUFFALO GROVE, IL 60089

which was recorded on 3/16/2004, in Volume/Book N/A, Page N/A, and Document Number 0407611102, and if applicable, modified on *N/A*, 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 TIMOTHY D PAWLAK, DOMENICA PAWLAK

(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 CITIBANK, N.A. in the amount of \$ 75,253.00 (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

Dated: 4-2-13 Recorded: 4-23-13 Doc# 1311339010

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 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.

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

UNOFFICIAL COPY

Bank of America, N.A.

Deborah Brown
By: **Deborah Brown**
Its: **Assistant Vice President**

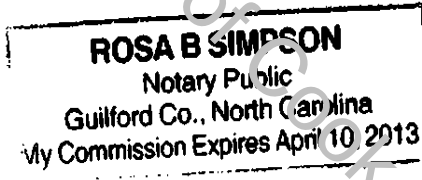
03/08/2013
Date



Individual Acknowledgment:

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

On this the Eighth day of March, 2013, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Deborah Brown, 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.



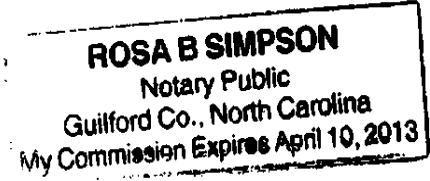
Rosa B. Simpson
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2013

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 Eighth day of March, 2013, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Deborah Brown, 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
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2013

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

UNOFFICIAL COPY

Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN THE CITY OF BUFFALO GROVE, IN COOK COUNTY, STATE OF ILLINOIS, AS ID# 03-05-215-008, BEING KNOWN AND DESIGNATED AS:

LOT 331 IN BUFFALO GROVE UNIT 6, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 03-05-326-008-0000

630 BERNARD DR., BUFFALO GROVE IL 60089

Property of Cook County Clerk's Office