

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 #: 6895100744XXXX

**Bank of America**



**Real Estate Subordination Agreement**

M.I.S. FILE NO 1308745

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/20/2014, 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"),:

**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 04/14/2004, executed by ROBERT HEIBERGER AND LAURA HEIBERGER, with a property address of: 1440 W FLETCHER ST, CHICAGO, IL 60657

which was recorded on 5/21/2004, in Volume/Book N/A, Page N/A, and Document Number 0414205020, 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 ROBERT HEIBERGER AND LAURA HEIBERGER

(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 CITIBANK, N.A.\*in the maximum principal face amount of or not to exceed \$ 149,000.00\*(the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the original and/or 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

\*Recording concurrently herewith

**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.

(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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Bank of America, N.A.

By: Jean English  
Its: Assistant Vice President

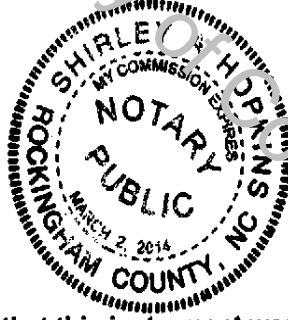
02/20/2014  
Date



**Individual Acknowledgment:**

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

On this the Twentieth day of February, 2014, before me, Shirley A. Hopkins, 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.



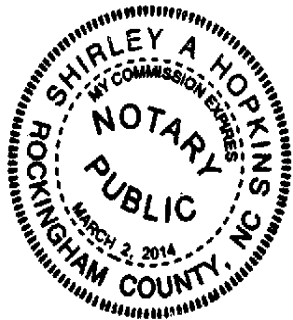
Shirley A. Hopkins  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/02/2014

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 Twentieth day of February, 2014, before me, Shirley A. Hopkins, 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.



Shirley A. Hopkins  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/02/2014

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## Fidelity National Title Insurance Company

AGENT TITLE NO.: 200001308745

### LEGAL DESCRIPTION

#### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS IN DOCUMENT NUMBER 24492446 AND IS DESCRIBED AS FOLLOWS:

LOT 89 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS, 1, 2, 3, 4, 7 AND THE NORTH HALF OF BLOCK 6 IN SUBDIVISION OF THAT PART LYING NORTH EASTERLY OF CENTER LINE OF LINCOLN AVENUE OF THE NORTH WEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO UTILITY EASEMENTS

APN: 14-29-101-023-0000

COMMONLY KNOWN AS 1440 W FLETCHER ST, CHICAGO, IL 60657  
HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED

Property of Cook County Clerk's Office