This instructed was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkiyay Greensboro, NC 27410

After recording return to: Bank of America Subordinations 4161 Piedmont Parkway Greensboro, NC 27410 Account #: 6895101232XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/27/2014, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of WELLS FARGO BANK, 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 04/05.2008, executed by JOZEF GASIOR AND DANUTA GASIOR, with a property address of: 5519 W SCHOOL ST, CHICAGO, IL 60641

which was recorded on 4/25/2008, in Volume/Book N/A, Page N/A, and Document Number 0811610009, 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 JOZEF GASIOR AND DANUTA GASIOR

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

1417008024 Page: 2 of 4

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 WELLS FARGO BANK, N.A. in the maximum principal face amount of or not to exceed \$ 132,000.00 (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

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 contempation) 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.

1417008024 Page: 3 of 4

UNOFFICIAL COPY

Bank of America, N.A.

By: Brenda

Date

05/27/2014

lts:

Vice President

Individual Acknowledgment:

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

On this the Twr.nt/-Seventh day of May, 2014, before file, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Brenda Low, 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 HCPKINS

Notary Public Rockingham Co., North Carolina My Commission Expires Mar. 2, 2019 ignature of Person/Laking/Ackn/wledgment

Commission Expiration Date: 03/0/2/2019

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 Twenty-Seventh day of May, 2014, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Brenda Low, the Vice President of Bank of America, N A and that (s)he, as such 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 Vice President. In witness whereof I hereunto set my hand and official seal.

SHIRLEY A HOPKINS

Notary Public
Rockingham Co., North Carolina
My Commission Expires Mar. 2, 2019

Signature of Person Taking Acknowledgment Commission Expiration Date: 03/02/2019

1417008024 Page: 4 of 4

UNOFFICIAL COPY

File No.: 1921,1860414

EXHIBIT "A"

The following described rec. property located in County of Cook, State of Illinois; being more particularly described as follows:

LOT 7 IN JOHN J. BEARD'S RESUSDIVISION OF LOTS 3 AND 4 IN BLOCK 1 IN HIELD AND MARTIN'S SUBDIVISION OF BLOCKS 5 AND 6 IN THE SUBDIVISION OF LOTS D, E AND F IN PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Being the same property conveyed to Jozef Gasior and Danuta Gasior from Jozef Gasior, by Deed dated October 12, 2010, recorded October 25, 2011 as Doc. No. 0010996270.

Being the same property conveyed to Jozef Gasior from Jozef Gasior and Tadeusz Kowalski, by Deed dated November 9, 1999, recorded November 23, 1999 at Doc. No. 09106299.

C/O/7/5 O/F/CO

Property Address: 5519 West School Street, Chicago, IL 60641

APN: 13-21-323-010-0000