

# UNOFFICIAL COPY

Doc#: 1525108239 Fee: \$54.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/08/2015 12:52 PM Pg: 1 of 4

This instrument was 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 #: 6895100892XXXX

**Bank of America**



## Real Estate Subordination Agreement

Acquest Title Services, LLC

2015070023

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/28/2015, 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"), 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 04/03/2006, executed by ISABEL COSTILLA-PENA A/K/A ISABEL COSTILLA, with a property address of: 2202 N MOODY AVE, CHICAGO, IL 60639

which was recorded on 4/21/2006, in Volume/Book N/A, Page N/A, and Document Number 0611122042, 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 ISABEL COSTILLA-PENA A/K/A ISABEL COSTILLA

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NV, 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 \$ 104,105.00 (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

**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 Junior Lien Holder'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.

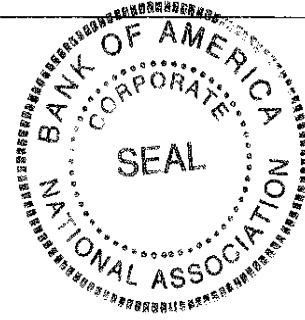
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Bank of America, N.A.

By: Kathy Clark  
Its: Vice President

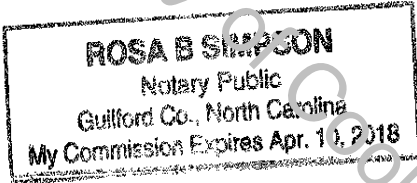
08/28/2015  
Date



**Individual Acknowledgment:**

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

On this the Twenty- Eighth day of August, 2015, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Kathy Clark, 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.



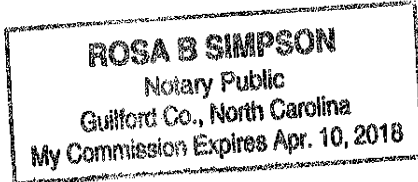
Rosa B. Simpson  
**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 04/10/2018

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- Eighth day of August, 2015, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Kathy Clark, 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.



Rosa B. Simpson  
**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 04/10/2018

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

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**ACQUEST TITLE SERVICES, LLC**  
2800 West Higgins Road, Suite 180, Hoffman Estates, IL 60169  
AS AGENT FOR  
Fidelity National Title Insurance Company

Commitment Number: 2015070023

## **SCHEDULE A** **PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Lot 20 in Block 11 in Grand Avenue, being a subdivision of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, (except railroad-right-of way), according to the Plat filed in the Registrar's Office of Cook County, Illinois as document number 41516, in Cook County, Illinois.

PIN: 13-32-114-024-0000

FOR INFORMATION PURPOSES ONLY:  
THE SUBJECT LAND IS COMMONLY KNOWN AS:  
2202 North Moody Avenue  
Chicago, IL 60639