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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 #: 6895800215XXXX
Sub#: 314411



### Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/02/2018, by BANK OF AMERICA, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway, Greensboro NC 27410. in favor of UNITED WHOLESALE MORTGAGE ("Junior Lien Holder"),

Whereas, Subordinator is the beneficiary/mortgagee/grantee under the indebtedness described in and secured by a security instrument (deed of trust, mortgage or security deed) dated 11/08/2016, executed by MOHAN SEBASTIAN AND SARA MOHAN, with a property address of: 741 KENMARE DR, DES PLAINES, IL 60016 which was recorded on 11/30/2016, in Volume/Book N/A, Page N/A, and Document Number 1633522094, 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 MOHAN SEBASTIAN AND SARA MOHAN (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, mortgage or security deed (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 UNITED WHOLESALE MORTGAGE in the maximum principal face amount of or not to exceed \$ 300,000.00 (the "Principal Amount") [For North Carolina only — bearing interest and payable as therein provided at the maximum rate of 3.2500% for a period not to exceed 180 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

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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.

BANK OF AMERICA, IV.

By: Kathy Çlark

Its: Vice President

01/02/2018

Date

Individual Acknowledgment:

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

On this the Second day of January, 2018, before me, Lorotta M. Saunders, 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 hat (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

LORETTA M. SAUNDERS

Notary Public Gullford Co., North Carolina My Gommission Expires April 6, 2019 Signature of Person Taking A knowledgment
Commission Expiration Date: C4/06/2019

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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 Second day of January, 2018, before me, Loretta M. Saunders, 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.

LORE M. SAUNDERS

Notary Public
Guilford Co., North Carolina
My Germission Expires April 6, 2019

Signature of Person Taking Acknowledgment Commission Expiration Date: 04/06/2019

Of County Clart's Office

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# UNOFFICIAL COPY FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 17-3426

## EXHIBIT A PROPERTY DESCRIPTION

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

LOT 148 IN BLOCK 2 IN KENNEDY'S RESUBDIVISION OF PART OF KYLEMORE GREENS SUBDIVISION, BEING A SUBDIVISION OF LOT 2 IN THE NORTHWEST WATER COMMISSION RESUBDIVISION OF THE NORTHWEST WATER COMMISSION SUBDIVISION, DOCUMENT NO. 26578747 OF PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 1991 AS DOCUMENT NO. 91034312 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 31, 1991 AS DOCUMENT NO. 91046976 IN COOK COUNTY, ILLINOIS.

Pin: 03-36-308-080-0000

Property Address: 741 Kenmary Dr., Des Plaines, IL 60016