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Doc#: 2021607139 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/03/2020 10:08 AM Pg: 1 of 5

6821 W. NORTH AVE.
OAK PARK, IL 60302
PRAIRIE TITLE

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 #: 6895800259XXXX
Sub#: 323114

20553680
Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/04/2020, by BANK OF AMERICA, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway, Greensboro NC 27410, in favor of INDEPENDENT BANK ("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 12/01/2018, executed by MICHAEL P. ALLEN AND KATHERINE ALLEN, with a property address of: 900 N KINGSBURY ST UNIT 1178, CHICAGO, IL 60610 which was recorded on 12/13/2018, in Volume/Book N/A, Page N/A, and Document Number 1834708015, 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 MICHAEL P. ALLEN AND KATHERINE ALLEN (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 INDEPENDENT BANK in the maximum principal face amount of or not to exceed \$ 223,500.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 2.7500% 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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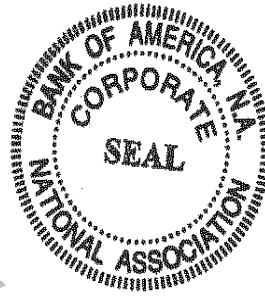
Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges 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, N.A.

Glenda Oakley
By: Glenda Oakley
Its: Vice President

06/04/2020
Date



Individual Acknowledgment:

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

On this the Fourth day of June, 2020, before me, Tracy P. Lowe, the undersigned Notary Public, personally appeared Glenda Oakley, 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.

Tracy P. Lowe

Signature of Person Taking Acknowledgment
Commission Expiration Date: 05/07/2025

TRACY P. LOWE
Notary Public
Rockingham Co., North Carolina
My Commission Expires May 7, 2025

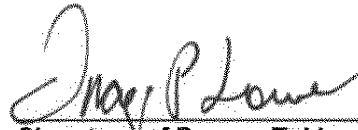
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This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

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

On this the Fourth day of June, 2020, before me, Tracy P. Lowe, the undersigned Notary Public, personally appeared Glenda Oakley, 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.



Signature of Person Taking Acknowledgment
Commission Expiration Date: 05/07/2025

TRACY P. LOWE
Notary Public
Rockingham Co., North Carolina
My Commission Expires May 7, 2025

Property of Cook County Clerk's Office

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File No: 2025368

EXHIBIT "A"

UNIT NO. 1178 AND PARKING UNITS P-198 AND P-199, IN THE DOMAIN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOTS 21 THROUGH 26 IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO; PART OF LOTS 1 THROUGH 4 IN ELSTON'S ADDITION TO CHICAGO, AND PART OF LOT 5 IN ASSESSORS PLAT OF LOTS 5 AND 6 IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO ALL LOCATED IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

MORE PARTICULARLY DESCRIBED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 2, 2002 AS DOCUMENT 002 073 3 519 AND AS AMENDED BY FIRST AMENDMENT RECORDED AUGUST 26, 2002 AS DOCUMENT 0020935269, AND AMENDED BY SECOND AMENDMENT RECORDED OCTOBER 9, 2002 AS DOCUMENT 0021110221; AND AS AMENDED BY THIRD AMENDMENT RECORDED AS DOCUMENT 0021191161, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE NUMBER ~, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020733519.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND OPERATING AGREEMENT RECORDED MARCH 12, 2001 AS DOCUMENT 0010192877 AND AS AMENDED AND RESTATED BY INSTRUMENT RECORDED OCTOBER 15, 2002 AS DOCUMENT 0021128849 FOR THE FOLLOWING PURPOSES:

- A) INGRESS AND EGRESS AND USE
- B) STRUCTURAL SUPPORT
- C) USE OF FACILITIES IN THE CATALOG BUILDING AND GARAGE BUILDING
- D) MAINTENANCE OF CATALOG BUILDING EASEMENT FACILITIES AND GARAGE EASEMENT FACILITIES
- E) MAINTENANCE AND USE OF EASEMENT FACILITIES
- F) SUPPORT, ENCLOSURE, USE AND MAINTENANCE OF CATALOG BUILDING AND GARAGE BUILDING COMMON WALLS, CEILINGS AND FLOORS
- G) WATER MAIN CONNECTION, SANITARY SEWER MAIN CONNECTION AND GAS MAIN CONNECTION
- H) UTILITIES
- I) PERMITTING EXISTANCE OF ENCROACHMENTS IN CATALOG BUILDING AND GARAGE BUILDING

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

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File No: 2025368

- J) EXTERIOR MAINTENANCE
 - K) EXTERIOR SIGNAGE
 - L) DUMPSTERS
 - M) OWNED FACILITIES
 - N) SHARED FACILITIES AND
 - O) OVERHANGING BALCONIES;
- OVER THE LAND DESCRIBED IN EXHIBITS ATTACHED THERETO.

COMMONLY KNOWN AS: 900 N KINGSBURY ST UNIT 1178, CHICAGO, IL 60610

PERMANENT INDEX NUMBER: 17-04-300-047-1596
17-04-300-047-1436
17-04-300-047-1437

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*Commitment for Title Insurance (8-1-2016)
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Schedule A*