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Doc# 2029608186 Fee \$93.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/22/2020 04:35 PM PG: 1 OF 4

CITYWIDE TITLE CORPORATION 850 W JACKSON BLVD STE 320 CHICAGO IL 60607

This instrument was prepared by:
Bank or 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 #: 6895800105XXXX
Sub#: 324306

Bank of America

#### **Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/15/2020, by BANK OF AMERICA, N.A. ("Subordinator") having an address of 4161 Piedmont Parkway, Greensboro NC 27410. in favor of JP MORGAN CHASE BANK, N.A. ("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 01/31/2011, executed by HAROLD RIDER JR, KIRSTEN G RIDER, with a property address of 470 WILLOW RD, WINNETKA, IL 60093 which was recorded on 03/02/2011, in Volume/Book N/A, Page N/A, and Document Number 1106117046, 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 described in and such improvements, appurtenances and other rights and interests regarding said (and, 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 HAROLD RIDER JR, KIRSTEN G RIDER (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 JP MORGAN CHASE BANK, N.A. in the maximum principal face amount of or not to exceed \$ 462,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 2.8750% 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

Vice President

07/15/2020

Date



Individual Acknowledgment:

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

On this the Fifteenth day of July, 2020, before me, Sherri M. Denny, the undersigned Notary Public, personally appeared Glenda Oakley, known to me (or satisfactorily neven) 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.

Signature of Person Taking Acknowledgment
Commission Expiration Date: 02/23/2025

My Commission Expires

2/26/2025

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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 Fifteenth day of July, 2020, before me, Sherri M. Denny, 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: 02/28/2025

My Commission Expires

2/26/2025

The County Clerk's Office

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Escrow File No.: 513100

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### **EXHIBIT "A"**

LOT 1 AND LOT 2 (EXCEPT THE WEST 20 FEET) IN THORNS'S SUBDIVISION OF BLOCK 12 IN JOHN C. GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120 ACRES OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 05-21-305-009-0000

ADDRESS: 470 WILLOW RD, WINNETKA IL 60093

COGK COUNTY
NECONDER OF DEEDS