

UNOFFICIAL COPY

Doc# 2102017066 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/20/2021 02:47 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 #: 6895800170XXXX

Sub#: 324278



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/16/2020, by BANK OF AMERICA, N.A. ("Subordinator") having an address or: 4131 Piedmont Parkway, Greensboro NC 27410. in favor of DRAPER AND KRAMER MORTGAGE CORP. IT'S SUCCESSORS AND/OR ASSIGNS ("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 03/04/2015, executed by DARON A. ROMANEK AND ABBEY FISHMAN ROMANEK, AS TENATTS BY THE ENTIRETY, with a property address of: 1716 WASHINGTON AVE,WILMETTE,IL 60091 which was recorded on 03/18/2015, in Volume/Book N/A, Page N/A, and Document Number 1507757365, and if applicable, modified on N/A, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of COK 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, appurterances 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 DARON A. ROMANEK AND ABBEY FISHMAN ROMANEK, AS TENANTS BY THE ENTIRETY (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 DRAPER AND KRAMER MORTGAGE CORP. ITS SUCCESSORS AND/OR ASSIGNS in the maximum principal face amount of or not to exceed \$ 662,300.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.0000% for a period not to exceed 360 months], including provisions for acceleration and payment of collection costs (the

00-12-3421 NW 12-2016

Chicago Title 2/2

2102017066 Page: 2 of 4

UNOFFICIAL COPY

"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.

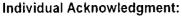
BANK OF AMERICA, N.A.

By: Glenda Oakley

Its: Vice President

07/16/2020

Date



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

On this the Sixteenth day of July, 2020, before me, Sherri M. Denny, 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.

Signature of Person Taking Acknowledgment
Commission Expiration Date: 02/26/2025

My Commission Expires

2/26/2025

UNOFFICIAL COPY

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 Sixteenth 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: 02/26/2025

My Commission Expires

2/26/2025

2102017066 Page: 4 of 4

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: 20AC2017696LP

For APN/Parcel ID(s): 05-33-204-017-0000

LOT 5 IN THE RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6 AND 7 AND THE EAST 3 FEET OF LOT 8 IN FELKE'S ADDITION TO WILMETTE IN COUNTY CLERK'S DIVISION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY RĒĆŌRDER OF DEEDS