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Doc#. 2105334126 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/22/2021 03:52 PM Pg: 1 of 4

This ir strument was prepared by: Bank of \(\text{m}\) arica Subordination Unit 4161 Piedmon, Parkway Greensboro, NC 27410 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 051052XXXX

Sub#: 327232

Bank of America \_\_\_\_\_

IS-20-544885

Rei I Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/15/2020, by BANK OF AMERICA, N.A. ("Subordinator") having an address of 41.01 Piedmont Parkway, Greensboro NC 27410. in favor of BETTER MORTGAGE CORPORATION, ISAOAA, IMA ("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 04/09/2019, executed by HENRY SILVERMAN, with a property address of: 1421 W WINNEMAC AVE, CHICAGO, IL 60640 which was recorded on 05/13/2019, in Volume/Book N/A, Page N/A, and Document Number 1913313024, 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 HENRY SILVERMAN (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 BETTER MORTGAGE CORPORATION, ISAOA/ATIMA in the maximum principal face amount of or not to exceed \$ 370,283.00 (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 360 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, II.A.

Louvenia Chandler

Its: Vice President

Bv:

09/15/2020

Date

#### Individual Acknowledgment:

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

On this the Fifteenth day of September, 2020, before me, Tracy 2. Lowe, the undersigned Notary Public, personally appeared Louvenia Chandler, known to me (or satisfacionly 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: 05/27/2025

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 Fifteenth day of September, 2020, before me, Tracy P. Lowe, the undersigned Notary Public, personally appeared Louvenia Chandler, 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.

TRACY P. LOWE

Norsay Public
Rockingham Co., North Carolina
My Commission Expires May 7, 2025

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

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### 2032325043 Page: 17 of 17 UNOFFICIAL CO

Loan Number: 2031356137

Date: OCTOBER 8, 2020

Property Address: 1421 W WINNEMAC AVE

CHICAGO, ILLINOIS 60640

#### EXHIBIT "A"

#### LEGAL DESCRIPTION

LOT 6 IN C. J. LINDEMANN'S SUBDIVISION OF LOT 17 IN ANDREW J. BROWN'S DIVISIA

JTHMEST QUA

E THIRD PRINCA.

HICH DIANA DRUHOLUB

EED DATED NOVEMBER 18,

COUNTY OF COOK, STATE 'AF ILL.

SILVERMAN, MARRIED MAN.

A.P.N. #: 14-08-310-016-0000 SUBDIVISION OF 23.94 ACRES OFF THE SOUTH SIDE OF THE NORTH HALF OF THE