

UNOFFICIAL COPY



Doc# 2106134005 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/02/2021 09:42 AM PG: 1 OF 4

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

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 #: 044145XXXX
Sub#: 329679

518600 2 1/2

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/23/2020, 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 01/23/2019, executed by MACIEJ JANUS AND SYLWIA JANUS, with a property address of: 287 LONGACRES LN, PALATINE, IL 60067 which was recorded on 02/14/2019, in Volume/Book N/A, Page N/A, and Document Number 1904519379, 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 MACIEJ JANUS AND SYLWIA JANUS (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 \$ 290,000.00* (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 2.6250% 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

* Concurrent here with

UNOFFICIAL COPY

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: Tracy Lowe
Its: Vice President

10/23/2020

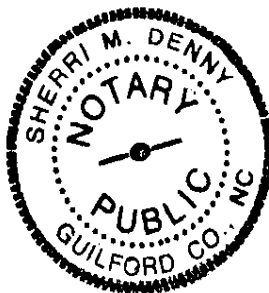
Date



Individual Acknowledgment:

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

On this the Twenty-Third day of October, 2020, before me, Sherri M. Denny, the undersigned Notary Public, personally appeared Tracy Lowe, 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.



Sherri M. Denny
Signature of Person Taking Acknowledgment
Commission Expiration Date: 02/26/2025

My Commission Expires

2/26/2025

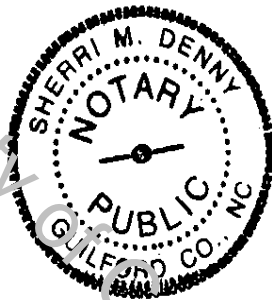
UNOFFICIAL COPY

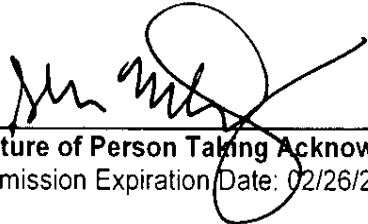
This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

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

On this the Twenty-Third day of October, 2020, before me, Sherri M. Denny, the undersigned Notary Public, personally appeared Tracy Lowe, 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

UNOFFICIAL COPY

EXHIBIT "A"

**THAT PART OF LOT 18 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 18; THENCE SOUTH 25 DEGREES, 47 MINUTES, 10 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF LOT 18, 165.0 FEET TO THE NORTHWESTERLY CORNER OF LOT 17; THENCE SOUTH 60 DEGREES, 36 MINUTES, 30 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 17 EXTENDED SOUTHWESTERLY 116.0 FEET; THENCE NORTH 25 DEGREES, 47 MINUTES, 10 SECONDS WEST PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 18, 204.31 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 18; THENCE NORTH AND EAST ALONG THE NORTHERLY LINE OF SAID LOT 18, SAID NORTHERLY LINE BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 370.64 FEET, 121.01 FEET, ARC MEASURED TO THE NORTH EAST CORNER OF SAID LOT 18 AND THE POINT OF BEGINNING, IN PLUM GROVE ESTATES, NO. 4 BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTION 1 AND SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTION 6, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER THE PLAT THEREOF RECORDED NOVEMBER 20, 1956 AS DOCUMENT NO. 16769161, IN COOK COUNTY, ILLINOIS.**

PIN # 02-35-309-023-0000

ADDRESS: 287 LONGACRES LN, PALATINE IL 60067