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Doc#: 2135046289 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/16/2021 01:46 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 #: 051417XXXX
Sub#: 339124

VRX- 21JLT- 015026

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/25/2021, by BANK OF AMERICA, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway, Greensboro NC 27410, in favor of INTERCONTENITAL CAPITAL GROUP ("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 06/26/2020, executed by JOSE A. SUAREZ, ROBYN SUAREZ, JOSE SUAREZ TRUSTEE OF THE SUAREZ LIVING TRUST, DATED JANUARY 06, 2016, ROBYN SUAREZ TRUSTEE OF THE SUAREZ LIVING TRUST, DATED JANUARY 06, 2016, with a property address of: 7243 N OLCOTT AVE, CHICAGO, IL 60631 which was recorded on 09/24/2020, in Volume/Book NA, Page NA, and Document Number 2026807056, and if applicable, modified on N/A, in Volume/Book NA, Page NA, Document Number NA, 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

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Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to JOSE A. SUAREZ, ROBYN SUAREZ, JOSE SUAREZ TRUSTEE OF THE SUAREZ LIVING TRUST, DATED JANUARY 06, 2016, ROBYN SUAREZ TRUSTEE OF THE SUAREZ LIVING TRUST, DATED JANUARY 06, 2016 (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 INTERCONTENITAL CAPITAL GROUP in the maximum principal face amount of or not to exceed \$ 338,837.00 (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 360 months]**, including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien

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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: <u>Jamena King</u>	<u>08/25/2021</u>
Its: <u>Vice President</u>	Date

Individual Acknowledgment:
State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Twenty-Fifth day of August, 2021, before me, Wendy M. Jones, the undersigned Notary Public, personally appeared Jamena King, 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.

WENDY M JONES
Notary Public
Guilford Co., North Carolina
My Commission Expires July 1, 2025

Wendy M Jones
Signature of Person Taking Acknowledgment
Commission Expiration Date: 07/01/2025

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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 Twenty-Fifth day of August, 2021, before me, Wendy M. Jones, the undersigned Notary Public, personally appeared Jamena King, 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.

WENDY M JONES
Notary Public
Guilford Co., North Carolina
My Commission Expires July 1, 2025

Wendy M Jones
Signature of Person Taking Acknowledgment
Commission Expiration Date: 07/01/2025

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Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 33 (EXCEPT THE SOUTH 26 FEET THEREOF) AND LOT 34 AND THE SOUTH 14 FEET OF LOT 35 IN BLOCK 23 IN THE HOLBERT MILWAUKEE AVENUE SUBDIVISION IN SECTION 25, TOWNSHIP 41, NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel ID: 09-25-427-050-0000

Commonly known as 7243 N Olcott Ave, Chicago, IL 60631
However, by showing this address no additional coverage is provided

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