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Karen A. Yarbrough Cook County Clerk

Date: 01/03/2022 02:30 PM Pg: 1 of 4

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Document Processing TX2-979-01-19 4500 Amon Carter Blvd Fort Worth, TX 76155

This document was prepared by: Victor Malbrough BANK OF AMERICA, N.A. 7105 Corporate Drive Plano, TX 75024

LOAN #:

ESCROW/CLOSING#: 101J029136860878872U73147

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Fifteenth day of December, 2021, by Bank of America, N.A. ("Subordinator") whose address is 101 South Tryon Street, Charlotte, NC 28255.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 10/18/2016 (the "Senior Lien"), and executed by BERNARD G ALLEN III and ANGELA P ALLEN (together, the "Owner") and encumbering that certain real property located at 3443 N HOYNE AVE, CHICAGO, IL 60618 (address) which is legally described on <a href="Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 01/13/2017 in Official Records Book NA, Page NA, as Instrument No. 1701318112, of the Official Records of COOK County, IL, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

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WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$256000.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

VANEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to condition along the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFURE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the propert, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value or the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the Lan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, 'ne "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.
- (7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Thomas Davis, Assistant Vice President

STATE OF JEXAS COUNTY OF COUNTY OF

On 12/15/2021 before me, Walke Khaa (notary public) personally appeared Thomas Davis, Assistant Vice President of BANK OF AMERICA, N.A. personally known to me (or proved to me on the basis or satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(lec) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-

Signature

Printed name of Notary: HANGAGE Rhes

My Commission Expires: _____

(NOTARY SEAL)

KANDACE RHEA Notary ID #5585119 My Commission Expires June 21, 2023

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Escrow File No.: IL21106685BAPW

EXHIBIT "A"

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOT 7 IN BLOCK 2 IN C. T. TERKE'S SUBDIVISION OF BLOCK 33 TO3 AND 41 TO 44 OF EXECUTOR'S W. E. JONES' SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, KANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILI INOIS.

Tax ID: 14-19-314 007

Note: The Property address and tax parcel identification number listed are provided solely for informational Purposes, without warranty as to accuracy or completeness and are not hereby insured.

Being that parcel of land conveyed to Bernard G. Allen III and Angela P. Allen, husband and wife as tenants by the entirety from Bernard G. Allen III and Angela P. Allen f/k/a Angela Hills, husband and wife by that deed dated 10/3/2016 and recorded 1/13/2016 in deed Document No. 1701318110, of the Cook County, IL public registry.

Being that parcel of land conveyed to Bernard G. Allen III, an unmarried man and Angela P. Hills, an unmarried woman from Angela P. Hills, an unmarried woman by that deed dated 4/25/2012 and recorded 8/22/2018 in deed Document No. 1223542042, of the Cook County, IL public registry.

Being that parcel of land conveyed to Angela P. Hills from David A Hills and Angela P. Hills by that deed dated 10/27/2008 and recorded 11/7/2008 in deed Document No. 0831235077, of the Cook County, IL public registry.

Being that parcel of land conveyed to David A. Hills and Angela P. Hills from Frederick J. Proesel, married to Karem W. Proesel, his wife by that deed dated 8/1/2003 and recorded 8/3/2003 in deed Document No. 0324640195, of the Cook County, IL public registry.

PARCEL NUMBER(S): 14-19-314-007