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Bank of America



2007 060355

Real Estate Subordination Agreement

(Bank of America to Third Party)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUL 25 AM 8:56

MICHAEL A. BROWN
RECORDER

2480776

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of **June 13, 2007**, by Bank of America, N.A., having an address of **475 Crosspoint Parkway, Getzville, New York 14068** ("Subordinator"), in favor of **American Home Mortgage Servicing**, ("Junior Lien Holder"), having an address for notice purposes of **538 Broad Hollow Road, Melville, NY 11747**.

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated **April 6, 2006**, executed by **Charles E. Barnes and Tammy A. Barnes** and which is recorded in Volume/Book **n/a**, Page **n/a**, and if applicable, Document Number **2006032290**, of the land records of **Lake County, Illinois**, 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 **Charles E. Barnes and Tammy A. Barnes** (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (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 **American Home Mortgage Servicing** in the maximum principal face amount of **\$ 340,289.00** (the "Principal Amount"), 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

*12608 West 85th Avenue, Saint John, IN 46373

Now Therefore, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and with the understanding by Bank of America that Junior Lien Holder will rely hereon in making the Obligation, Bank of America agrees and covenants that the Senior Lien and the rights of Bank of America thereunder and all other rights of Bank of America now or hereafter existing in or with respect to the Property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lien Holder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and/or the Obligation.



P.A.M.
17.00
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0 v. 1.00

This Subordination Agreement is limited to an amount of \$340,289.00, which is the original amount of the Junior Lien Holder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of 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 Bank of America, its successors and assigns and shall be binding upon any purchaser or purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.

Bank of America N.A.

Sheila Pellnat Two witness signatures required in AL, LA and NH.

By: Sheila Pellnat Date _____
Its: Assistant Vice President

Witness Signature

Typed or Printed Name

Witness Signature

Typed or Printed Name

Corporate Acknowledgment:

State of New York)

County of Erie)

SS.: **This Document is the property of the Lake County Recorder!**

On the 13th day of in June the year 2007, before me, the undersigned, a notary public in and for said State, personally appeared **Sheila Pellnat Assistant Vice President** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument

HOLLY SUCKOW
Notary Public - State of New York
No. 01SU5068226
Qualified in Erie County
My Commission Expires October 28, 2010

Holly Suckow

Notary Public

~~After recording return to:
Bank of America
ASAP Resolution Department
475 Crosspoint Parkway
Getzville, NY 14068
Account #: 7029643058~~

Prepared By: Mike Massaro
Bank of America
ASAP Resolution Department
475 Crosspoint Parkway
Getzville, NY 14068

**RECORD AND RETURN
TITLESERV, INC
ATTN: RECORDING DEPARTMENT
88 FROELICH FARM BLVD.
WOODBURY, NY 11797**

" I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."
Teresa Loughlin
Teresa Loughlin

LEGAL DESCRIPTION

ALL the following described real estate situated in Lake County, Indiana, to wit:

The East 132 feet of Lot 17 and the West 330 feet of Lot 18 in Pon's & Co's St. John Acres, as shown in Plat Book 26, Page 42, in the Office of the recorder of Lake County, Indiana. Together with the right and easement to go upon, over and across and to use as means of ingress and egress as created in that certain dedication of Roadway Easement Recorded July 23, 1985 as Document No. 812534.

For Informational Purposes Only: 12608 WEST 85TH AVENUE , SAINT JOHN, IN 46373

Reference #: 1765226

Record Owner(s): CHARLES E. BARNES, TAMMY A. BARNES

COUNTY: _____ **PARCEL ID:** 09-11-0094-0032 **BLOCK:** _____ **LOT:** _____

This Schedule A has been made accessible via our website for **review only** purposes. The final Schedule will be included with your Title Commitment. Any changes made to the Schedule which have not been sanctioned by our company will not be included in the title policy and therefore will not be insured.

TITLESERV OF NEW JERSEY, INC.
TS-2480776

