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2011 070469

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 DEC -7 AM 10:30

MICHELLE E. TAJMAN
RECORDER

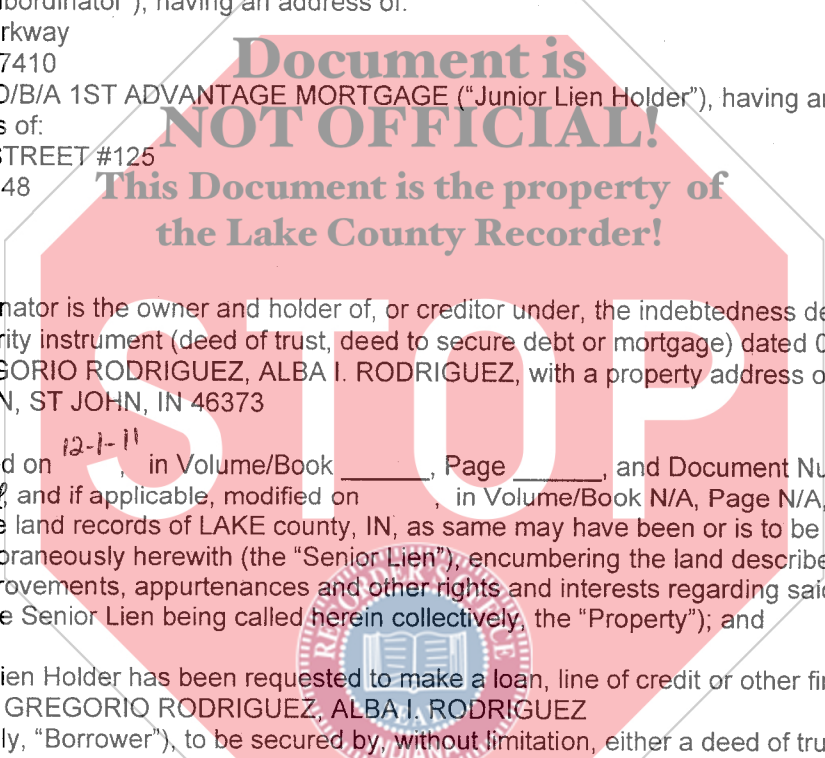
Bank of America



Real Estate Subordination Agreement

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/09/2011, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of DKMC D/B/A 1ST ADVANTAGE MORTGAGE ("Junior Lien Holder"), having an address for notice purposes of:
701 EAST 22ND STREET #125
LOMBARD, IL 60148



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 09/03/2011, executed by GREGORIO RODRIGUEZ, ALBA I. RODRIGUEZ, with a property address of:
9323 MALLARD LN, ST JOHN, IN 46373

which was recorded on ¹²⁻¹⁻¹¹ in Volume/Book _____, Page _____, and Document Number 2011-068424, and if applicable, modified on _____, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of LAKE county, IN, 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 GREGORIO RODRIGUEZ, ALBA I. RODRIGUEZ (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 DKMC D/B/A 1ST ADVANTAGE MORTGAGE in the maximum principal face amount of \$212,000.00 (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 Bank of America and Borrower shall determine; and

FIDELITY CP 930113741

Fidelity National Title recorded this document as an accommodation. Fidelity did not examine the document or the title of the real estate affected.

1800
FID
BB

(for use in AK, AL, IN, LA, ME, MS, MT, ND, NH, OH, PA, RI, SD, UT, WV AND WY)
95-12-3421NSBW 02-2005

Ref 1

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.

This Subordination Agreement is limited to an amount of \$212,000.00, 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 insure 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.

Two witness signatures required in AL, LA and NH.

By: Jean English
Its: Assistant Vice President

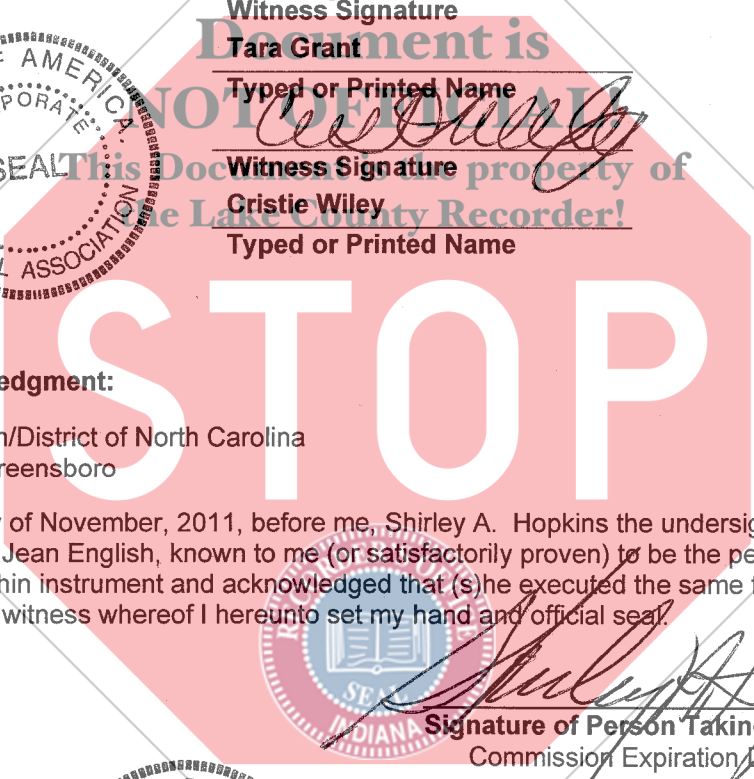
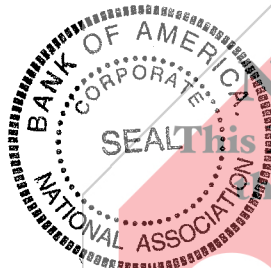
11/09/2011
Date

Tara Grant
Witness Signature

Tara Grant
Typed or Printed Name

Cristie Wiley
Witness Signature

Cristie Wiley
Typed or Printed Name

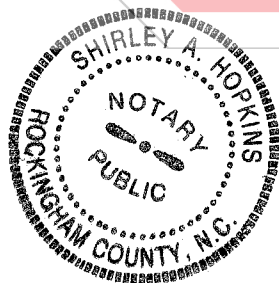


Individual Acknowledgment:

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

On this the Ninth day of November, 2011, before me, Shirley A. Hopkins the undersigned Notary Public, personally appeared Jean English, 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.

Shirley A. Hopkins
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/02/2014



Bank of America N.A.

Two witness signatures required in AL, LA and NH.

Deborah Brown
By: Deborah Brown
Its: Assistant Vice President

11/09/2011
Date

Tara Grant
Witness Signature

Tara Grant
Typed or Printed Name

Cristie Wiley
Witness Signature

Cristie Wiley
Typed or Printed Name



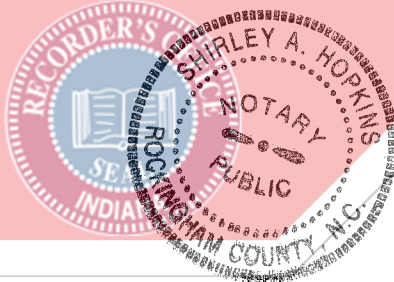
Corporate Acknowledgment:

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

Personally appeared before me, on this the Ninth day of November, 2011, before me, Deborah Brown, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A and that (s)he, as such Assistant 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 Assistant Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after having been duly authorized to do so.

Shirley A. Hopkins
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/02/2014

Prepared By: Debra Brown
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 #: 6890800003XXXX

No: 920113741

LEGAL DESCRIPTION

Lot 3 in Mallard Landings, an Addition of the Town of St. John, as per plat thereof, recorded in Plat Book 69 page 35, in the Office of the Recorder of Lake County, Indiana.

