NOFFICIAL COPY MORTGAGE SUBORD

AGREEMENT

By Corporation or Partnership

Account Number: 66200151191850001

Date: August 24, 2000 Legal Description:

The North 37.52 feet (as measured at right angles to the North line thereof) of Lot 77 in Malibu, Unit No. 1, being a Resubdivision of part of the Northwest 1/4 of the South East 1/4 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1979 as Document 24976095 in Cook County, Illinois.

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Cook County Recorder

23.00



P.I.N. #03-09-408-037-0000

Property Address: 1479 Chippewa Trail, Wheeling, IL 60090

This Agreement is made this 24th day of August, 2000, by and between U.S. Bank National Association ND ("Bank") and Lendex, Inc. ("Fefinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated November 11, 1998, granted by Rachel Dan, a single person and Scott W. Beu, a single person ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, on May 17, 1999, as Document No. 99475144, encumbering the real property described therein () (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated , 2000, granted by the Borrower, and recorded in the same office on

, encumbering the primerty. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$127,454.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and rosts of collection, and provide further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

Bank Name: U.S. Bank National Association ND

By: Amy M.

Title: Operations Officer

STATE OF North Dakota COUNTY OF Cass

The foregoing instrument was acknowledged before me this 24th day of August, 2000, by (name) Amy M. Kotula, the (title) Operations Officer of (bank name) U.S. Bank National Association ND, a national banking association under the laws of The United States of America, on behalf of the association.

SHERRY A. BARNES Notary Public, STATE OF NORTH DAKOTA My Commission Expires MARCH 20, 2004

Notary Public

This instrument was drafted by: Lien Perfection, P.O. Box 2687, Fargo ND 58102 Jeannie Pflugrath- 701-461-3510

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