2286/0008 50 001 Page 1 of 3
2002-10-10 09:32:15
Cook County Recorder 28.50

SUBORDINATION

OF MORTGAGE

AGREEMENT

This Agreement is by and between CMAC MORTGAGE CORPORATION DBA DITECH.COM (the "Lender"), and First American Bank ("FAB"). Based on the representations and reknowledgments contained in this Agreement, FAB and Lender agree as follows:

JAMES & DIANE BRUNZO (collectively "Bo. row...") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$96 500 00 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on Exhibit "A" attached hereto (the "Premises"):

<u>Definitions</u>. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premise's deted 01/28/02 and recorded in COOK County, Illinois as Document No. 0020160690, made by Borrower to FAB to secule 2n indebtedness in the original principal amount of \$25,000.00.

"New Lien" means that certain Mortgage affecting the Premises dated, made by Borrower to	Lender to
secure a certain Note in the principal amount of \$96,800.00, with interest at the rate of % per annum, payable in	n monthly
installments of \$ on the first day of every month beginning and continu	ing unti
on which date the entire balance of principal and interest remaining vapaid shall be due and	i payable

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PFCVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$96,800.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SULORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

<u>Default By Borrower</u>. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

<u>Duration and Termination</u>. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

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and a green ent of the parties as to the matters set forth in this Agreement. Amendments. This Agreement constituted the No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB. Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien. IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of the 24 day of August, 2002. FIRST AMERICAN BANK GMAC MORTGAGE CORPORATION DBA

DITECH.COM [LENDER]

By:	When Ny	Ву:	
Name:	MICHAEL D'ARGO	Name:	
Title:	VICE PRESIDENT	Title:	
	80 STRATFORD PRIVE	Address:	
	BLOOMINGDALE IL 60108		
	70 ₀		
STATE C	OF ILLINOIS)) SS.	0021115266	
COUNTY	(OF (och)		
known to before me	me to be the same person whose name is subsci	bed to the foregoing instrument as such officer of First American Bank, appering ed and delivered this instrument as his/her free and voluntary act, and	onally beared as the
	Given under my hand and notarial seal this	21 day of August, 2002.	
		"OFFICIAL SEAL" Jennifer Burke Notary Public, State of Illinois My Commission Exp. 05/30/2006	
	SuntaRuk		
	Notary Public	Ti	
		Co	
THIS INS	STRUMENT PREPARED BY: JENNIFER BURK		

Mail To:

FIRST AMERICAN BANK **Loan Operations** 201 S. State Street Hampshire IL 60140

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SCHEDULE "A"

Borrower:

James Brunzo, Diane Brunzo

Property:

95 Whispering Drive, Streamwood, IL 60107

Loan No:

000653577302

Closing Date: August 23, 2002

0021115266

ALL THAT PARCEL OF LAND IN THE CITY OF STREAMWOOD, COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 91563646, ID # 06/22/416/037, BEING KNOWN AND DESIGNATED FULL
IT 123 IN
HEAST QUAR.
DIAN ACCORDING
K COUNTY, ILLINOIS.
TNERSHIP SET FORTY IN.
UNTY RECORDS, STATE OF ILLING.

PIN# 06-22-4/6-037 AS LOT 123 IN WHISPERING POND BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1989 AS DOC 89068145 IN COOK COUNTY, ILLINOIS. BY FEE SIMPLE DEED FROM THE ANDEN GROUP, A CALFORNIA LIMITED PARTNERSHIP SET FORTH IN DOC# 91563646 DATED 10/25/1991 AND RECORDED 10/29/1991, COOK COUNTY RECORDS, STATE OF ILLINOIS..

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