

Mail to +

This Instrument Prepared by:

acct: 4458370393733247

And When Recorded Return to:

First Tennessee Sank National Association, Grantor

P.O. Box 17888

Memphis, TN 38187-0888

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), is granted on this 13 day of November, 2002, by First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZOr, MONEY CENTER (collectively, "Grantor") to First Tennesse Bank N.A. (the "Grantee").

RECITALS:

- A. Grantor has heretofore extended a mortgage loan to Michael Olenski and Nancy Olenski. husband and wife (the "Borrower") pursuant to a Home Equity Line of Credit Agreement or Installment Loan dated October 17, 2001(the " Equity Loan"); and
- B. The Borrower's obligations under the Equity Loan are secured by a Mortgage from the Borrower to Grantor in the sum of \$20,000.00 dated, October 17, 2001, recorded April 10, 2002 in the Land Records of COOK County, IL, in Document number 0020410950 (the " Equity Mortgage"), covering real property described below or in Exhibit "A" attached hereto, and having a property street address of:

Rec as doc # - 21368568

Property Street Address 7822 North Kildare Avenue City, State Zip Skokie IL. 60076

- C. The Equity Mortgage is subordinate to a prior mortgage in the sum of \$193,500.00, dated, March 29, 2000 from the Borrower to First Horizon Home Loan Corporation, recorded April 24, 2000 in the Land Records of Cook County, IL, in Document number 00283826 (the "Original Mortgage"); and
- D. The Grantee proposes to make a loan in the original principal amount \$178,500.00 to the Borrower (the "New Loan"), the proceeds of which will be used to repay in full all of the Borrower's obligations secured by the Original Mortgage, and to obtain a release of the lien created by the Original Mortgage; and
- E. As a condition of making the New Loan, the Grantee has required the Borrower to execute a mortgage on the Property securing repayment of the New Loan (the "New Mortgage"),

MTG (All States) FHEL Revision 8/02.1 **FHMC**

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which, upon execution and recordation of this Agreement, shall have a first lien position on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Effective upon the date of recording of a release of the Original Mortgage, Grantor hereby subordinates the lien created by the Equity Mortgage to the lien created by the New Mortgage to the end that the lien of the New Mortgage shall be superior to the lien of the Equity Mortgage.
- 2. The subordination described in paragraph 1 above shall not apply to any future advance of funds to the Borrower by the Grantee under the New Mortgage, except for advances necessary to protect the security of the New Mortgage.
- 3. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Equity Mortgage or the New Mortgage.
- 4. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Equity Mortgage, not an extension or modification thereof, nor otherwise affect the rights, remedies or penalties ander the Equity Mortgage.

5. This Agreement shall be construed in accordance with the laws of the State of Tennessee

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

WITNESS:

GRANTOR:

75 C/6

FIRST TENNESSEE BANK

NATIONAL ASSOCIATION

Name:

Title: Vice President

Property of Cook County Clark's Office

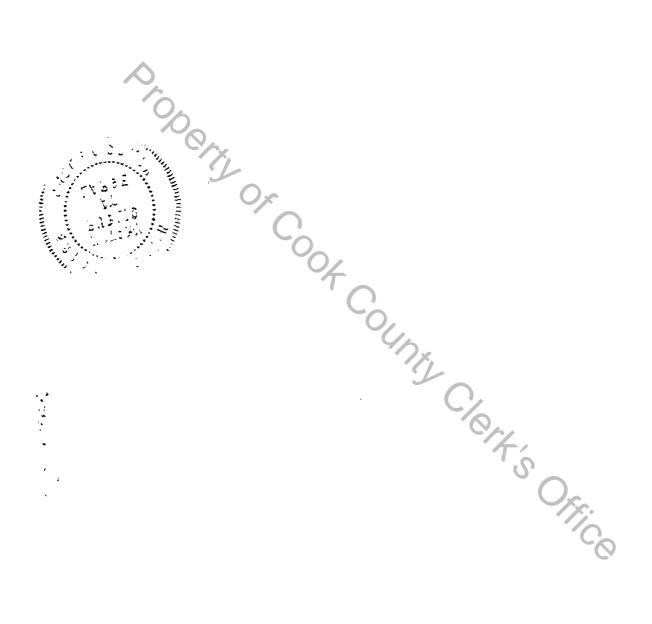


ACKNOWLEDGMENT

STATE OF CONNESSEE)
COUNTY OF Shellass) ss:
Before me. Of Color Smith of the state and county mentioned, personally appeared
to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to
be the Vice President of First Tennessee Bank National Association, the within named bargainer, a corporation, and that he/she, as such Vice President, executed the foregoing
instrument for the purpose therein contained, by personally signing the name of the corporation
as Vice President.
WITNESS my hand and official seal on this day of NOVAIVED, 20
Sico L. Mith
My Commission expires: 4 My Commission expires

[INSERT ACKNOWLEDGEMENT FORM REQUIRED BY APPROPRIATE STATE LAW]

1368569



Commitment

Schedule A (continued)

Commitment Number: 02-033550

Property Description

The land referred to in this Commitment is described as follows:

LOT THE SOUTH 5 FEET OF LOT 12 AND ALL OF LOT 13 IN BLOCK 3 IN ARTHUR DUNAS 'L' EXTENSION SUBDIVISION, BEING A SUBDIVISION OF THE OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 10-27-209-049-0000

COMMONLY KNOWN AS: 7822 NORTH KILDARE AVENUE, SKOKIE, ILLINOIS 60076

END OF SCHEDULE A

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