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5603/0113 44 001 Page 1 of 3 2003-03-05 12:12:09

Cook County Recorder

28.50

TO THE WANT



When Recorded Return to: First Tennescer Bank National Association, Grantor P.O. Box 17885 Memphis, TN 331/37-0888



SUBORDINATION AGREEMENT

Account No. 4458370393747130

RECITALS:

WHEREAS, Shawn Doolin and Melissa (a. Beaugrand (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

2951 Peachgate Road Glenview, IL 60025

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AND WHEREAS, the said Borrower has made application for a closed—and mortgage loan ("New Loan") in an amount not to exceed \$256,000 from Ohio Savings Bank (the "Grance"), whose address is: 1801 East 9th Street, Cleveland, OH 44114, to be evidenced by a Deed of Trust/Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZON MONEY CENTER (collectively, "Grantor") has an interest in or lien upon the Property as follows (check as applicable):

- (x) (Mortgage) As Mortgagee under a Mortgage recorded 12/7/2001, and recorded in, Document No. 00011157709, Official Records of Cook County, State of Illinois.
- () (Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, dated/recorded and recorded in Book 0, Page;
 File/Fee/Reel/Instrument No. 0, Official Records of City/County, State of .

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As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor 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. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is orderly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement she'll be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mor gage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. 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 Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- 5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

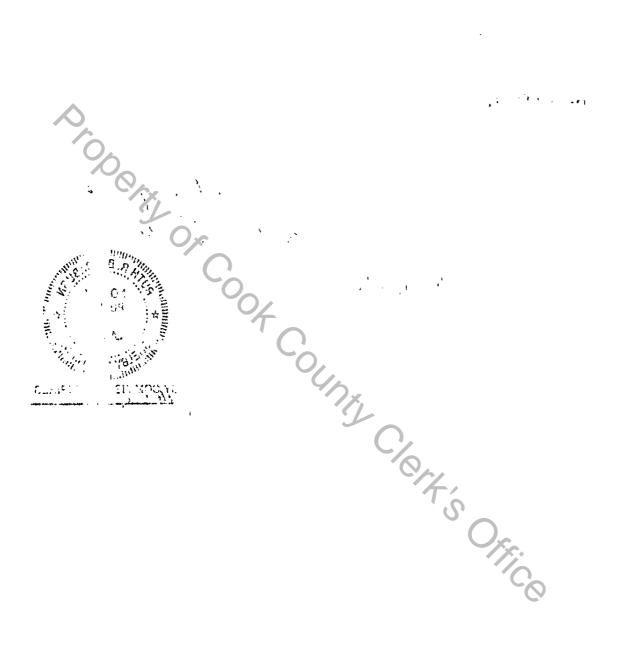
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly at	uthorized
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly at representative and Trustee has executed this Agreement on this $\frac{1}{2}$ day of Flor Way	_, 20 <u><i>0</i>3</u> .

WITNESS:

First Tennessee Bank National Association (Grantor)

By:
Name:
Title: Vice President

By:
Name:
Title: Trustee



ACKNOWLEDGMENT

STATE OF <u>TENNESSEE</u>)) ss:		
COUNTY OF SHELBY)		
Before me, Ruth R. Blackburn of the state and county me R. C. Steven, with whom I am personally acceptational satisfactory evidence), and who, upon oath, acknowledge Tennessee Pank National Association, the within named such Vice President, executed the foregoing instrument signing the name of the corporation as Vice President.	ged such person to be the Vice President of First d bargainer, a corporation, and that he/she, as for the purpose therein contained, by personally		
WITNESS my hand and official seal on this 21 day of Flbruary, 2003. Multiple Blacklum			
The Man	Notary Public Milliania		
My Commission expires: No V. 7, 2000	NOTARY PUBLIC AT		
STATE OF	LARGE /		
COUNTY OF	MY COMMISSION EXPIRES:		
Personally appeared before me, a Notary Public for the State and County aforesaid, the Trustee named in the foregoing instrument, with whom I am			
personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.			
WITNESS my hand and official seal on this	_ day of, 20		
My Commission expires:	Notary Public		
IINSERT ACKNOWLEDGEMENT FORM REQU	UIRED BY APPROPRIATE STATE LAW]		
[Type of Recording Jurisdiction] LOT 19 IN APPLE VALLEY SUBDIVISION, EAST 30 ACRES OF THE NORTH 1/2 OF THE EAST 10 ACRES OF THE SOUTH 1/2 NORTHEAST 1/4 OF SECTION 33, TOWNSH THE THIRD PRINCIPAL MERIDIAN, IN CO. A.P.N. #: 04-33-208-034	HE NORTHEAST 1/4 AND PART OF OF THE EAST 1/2 OF THE IP 42 NORTH, RANGE 12, EAST OF		
which currently has the address of 2951 PEACHGATE			
GLENVIEW , Illinois 6	ROAD [Street] 0025 ("Property Address"): Zip Code]		

Property Of County Clerk's Office