SUBORDINATION

OF MORTGAGE

AGREEMENT

____0030329700_____

CORK COUNTY

RESERVENCE

RESERVENCE

BRID SEVIEW OFFICE

This Agreement is by and between FIFTH THIRD BANK (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

JEFFREY & MADONNA TIDEMAN (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$300,000 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 are anings 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 Premis's Lated JANUARY 7, 2002 and recorded in COOK County,

Illinois as Document No. 20067344, made by Borrower to F of \$250,000.	AB to secure an indebtedness in the original principal amount DD3D329699
"New Lien" means that certain Mortgage affecting the Presecure a certain Note in the principal amount of \$300,000, w	nises dated, made by Borrower to Lender to ith interest at the 132 of% per annum, payable in monthly
installments of \$ on the first day of every on which date the entire balance of prin	month beginning and continuing until cipal and interest remaining unpaid shall be due and payable

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINC IPA LAMOUNT OF \$300,000 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 FFFCT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE 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.



Amendments. This Agreement consult text the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

<u>Successors</u>. 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 $\frac{9}{2}$ day of $\frac{3}{2}$, 2003.

FIRST AMERICAN BANK	FIFTH THIRD BANK [LENDER]
By: Wably	By: Maucy Martin
Name: CLAIRE VESLINO	Name: NANCY . MARTIN
Title: OPERATIONS MANAGER	Title: CLOSING MANAGER
Address: 2101 WILL OW ROAD	Address: 9400 S. CICERO AVE, STE 301
GLENVIEW, IJ., 60025	OAK LAWN, ILLINOIS 60453
90-	
STATE OF ILLINOIS) SS.	
COUNTY OF COOK)	
I, the undersigned, a Notary Public in and for said County in the State aforesaid, known to me to be the same person whose name is subscribed to the foregoing in before me this day in person and acknowledged that he/s he signed and delivered free and voluntary act of First American Bank, for the uses and purposes therein s	nstrument as such officer of First American Bank, appeared this instrument as his/her free and voluntary act, and as the
Given under my hand and notarial seal this	day of <u>Jenuery</u> , 2003.
Notary Public	"OFFICIAL SEAL" William J. Frank, Jr. Notary Public, State of Illinois My Commission Exp. 06/21/2006
THIS INSTRUMENT PREPARED BY: WILLIAM J. FRANK, JR.	
Mail To:	
FIRST AMERICAN BANK Loan Operations 201 S. State Street Hampshire IL 60140	

ORDER NO.: 2000 000377182 SC

SCHEDULE A (CONTINUED)

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF LOT 24 IN COUNTY CLERK'S DIVISION OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 336 FEET OF SAID LOT (EXCEPT THE SOUTH 510.15 FEET THEREOF, ALSO EXCEPT THAT PART OF LOT 24 DESCRIBED AS THAT PART OF THE EAST QUARTER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF PFORESAID EAST QUARTER, THENCE EAST IN THE AFORESAID NORTH LINE OF AFORESAID SOUTH 1/2 OF THE SOUTH 1/2 A DISTANCE OF 80 FEET TO A POINT, THENCE SOUTHWESTERLY '. DISTANCE OF 112.97 FEET TO A POINT IN THE WEST LINE OF AFORESAID EAST QUARTER THAT IS 80 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH IN THE WEST LINE AFOR SAID EAST QUARTER, A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING).

ALSO

PARCEL 2:

THE WEST 20 FEET OF THE EAST 356 FEET OF THE NORTH 129 FEET OF THE SOUTH 510.15 FEET OF LOT 24 IN COUNTY CLER(') DIVISION OF SECTION 14, AFORESAID. ALSO

PARCEL 3:

THE EAST 336 FEET JULY CLERK'S DIVISION OF A THE WEST 303 FEET OF THE EAST 336 FEET OF THE NORTH 15 FEET OF THE SOUTH 396.15 FEET OF LOT 24 IN COUNTY CLERK'S DIVISION OF SECTION 14, AFORESAID IN COOK COUNTY, ILLINOIS.

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