6387/0118 41 001 Page 1 of 3
2003-04-08 10:44:56
Cook County Recorder 28.58

SUBORDINATION

OF MORTGAGE

AGREEMENT

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

Donald and Lavon Hall (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 \$120,000.00 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 of 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 Prem ser dated October 15, 1999 and recorded in Cook County, Illinois as Document No. 99985602, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$20,000.00.

"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 \$120,000.00, with interest at the rate of% per annum, payable in
monthly installments of \$ on the first day of every month beginning and continuing unt
on which date the entire balance of principal 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 PRINCIP ALAMOUNT OF \$120,000.00 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 31.6 ORDINATE 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 constitutes the partie 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 7th day of March , 2003.

FIRST AMERICAN BANK	Washington M		
By: My Sha KUCKI	Ву:		
Name: Marsha Racki Title: Document Specialist Address: 80 Stratford D. ve Bloomingdale, Illinois 60108	Name: Title: Address:		
STATE OF ILLINOIS)) SS. COUNTY OFCook)		0030)470177
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/ he signed and delivered free and voluntary act of First American Bank, for the uses and purposes therein so	nstrument a this instrument for this instrument.	as such of ment as hi	ficer of First American Bank, appeared
Hyda Jakani Notary Public	Ž-C		"OFFICIAL SEAL" LYNDA SABANI Notary Public, State of Illinois My Commission Expires 03/14/2005
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THIS INSTRUMENT PREPARED BY: Marsha Racki

Mail To:

FIRST AMERICAN BANK Loan Operations 201 S. State Street

Hampshire IL 60140

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Took County Clerk's Office THE FOLLOWING REAL PROPERTY SITUATE IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT:

THE EAST 20.10 FEET OF LOT 22 AND LOT 21 (EXCEPT THE EAST 16.08) FEET IN BLOCK 1 IN MURRAY'S ADDITION TO JEFFERSON, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13.9.419-003