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2003-04-11 10:41:05

Cook County Recorder

28.50

SUBORDINATION

OF MORTGAGE

AGREEMENT

FIRST AMERICAN TITLE

0030492189

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

Robert J. Bearman and Rebecca Hamlin (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 \$127,100.00 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 remainings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniterm Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premis of dated November 24, 2001 and recorded in Cook County,

Illinois as Document No. 0011126924, made by	Borrower to FAB to secure an indebtedness in the original principal amount
of \$25,000.00.	0030492188
secure a certain Note in the principal amount monthly installments of \$ on the t	cting the Premises dated, made by Borrower to Lender to of \$127,100.00, with interest at the rate of% per annum, payable in first day of every month beginning and continuing until
on which date the entire ba	stance 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 PRINCIPAL AMOUNT OF \$127,100.00 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 WHAT SOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE 3.45 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.

Orginal

Amendments. This Agreement constitutes 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.

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 19th day of March , 2003.

FIRST AMERICAN BANK	Chicago Mortgage Funding, L.L.C. [LENDER]
By: aine awarona	Ву:
Name: Aimee Buonanoma	Name:
Title: Document Specialist	Title:
Address: 80 Stratford Drive	Address:
Bloomingdale, IL 60108	
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STATE OF ILLINOIS)	
) SS.	ı.
COUNTY OF Du Page)	
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 it before me this day in person and acknowledged that he she signed and delivered free and voluntary act of First American Bank, for the uses and rurposes therein s	strument as such officer of First American Bank, appeared this instrument as his/her free and voluntary act, and as the
Ť	
Given under my hand and notarial seal this	19th day of <u>March</u> , 2003.
Lassa Racki	OFFICIAL SEAL MARSHA RACKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02.09/0
Notary Public	THE MANAGEMENT OF THE PROPERTY OF THE PARTY
<u>-</u>	
THIS INSTRUMENT PREPARED BY: Aimee Buonanoma	

Mail To:

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



LEGAL DESCRIPTION - EXHIBIT A

Legal Description: The South 15 feet of Lot 5 and all of Lot 6 in Block 13 in Harry A. Roth and Company's Broadview Heights, being a Subdivision of that part of the Northwest Quarter of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, lying Easterly of East Prairie Road in Cook County, Illinois.

Permanent Index #'s: 10-23-132-042-0000

Property Address: 8443 North Ridgeway, Skokie, Illinois 60076

Property of County Clark's Office