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Lugene "Gene" Moore Fee: \$46.50 Cook County Recorder of Deeds Date: 04/24/2003 01:10 PM Pg: 1 of 2

SUBORDINATION AGREEMENT

Fifth Third Bank, 701 East 83rd Ave, Merrillville, IN 46410, agrees that the debt evidenced by the Mortgage given by John E Dalacker and Marion A Dalacker, to Fifth Third Bank, in the amount of \$40,000.00, recorded February 7, 2003, as Document Number 0030187680, Cook County Records, is subordinated to West America Mortgage Co, rr yn gage given by John E Dalacker and Marion A Dalacker, to West America Mortgage Co, that being recorded on Number () 311431037, Cook County Records. ____, 2003 as Document

The land affected by those Mortgages and this subordination agreement is the following:

Property Address: 4374 Lincoln Court, Rolling Meadows IL 60008

Tax Code: 02-26-109-016-0000

Tim Holt

David Zimmerman Senior Credit Manager 701 East 83rd Ave

Merrillville, IN 46410

STATE OF INDIANA County of Porter

On April 1, 2003 before me, the subscriber, a Notary Public ir and for said county, personally appeared David Zimmerman to me personally known, who being by me duly sworn, did say that he is the Senior Credit Manager of the corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors and David Zimmerman acknowledged said instrument to be free act and deed of said corporation.

> C Kl**a**pp Notary Publ**i** Porter County, Indiana

My Comm. Expires: 11-16-06

Prepared by and Mail to: Carey Kohlmeyer Fifth Third Bank 701 East 83rd Ave Merrillville, IN 46410 849285994

4 168693K

DIN 02-26-109-016

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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument. TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument secures to Lender: (i) the repayment of the Loan, and his renewals, extensions and modifications of the Note, and (ii) the performance of Borrover's coverents and agreements under this Security Instrument and the Note. For this purpose, Rorrewer does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of COOK [Name of Recording Jurisdiction]: LOT 8 IN PLUM GROVE COUNTRYSIDE UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1961 MBL.

OF COOP

OF COO AS DOCUMENT NUMBER 18222555, IN COOK COUNTY, ILLINOIS. P.I.N.# 02-26-109-016 Parcel ID Number which currently has the address of 4374 LINCOLN COURT [Street] ROLLING MEADOWS [Civ], Illinois 60008 [Zip Code] ("Property Address"): TOGETHER WITH all the improvements now of hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that NERC holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to the right to foreclose and sell the Imperty; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument. BORROWER COVENANTS that Borrower is fawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal, Interest, Escrew Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items 372082 #53 3**/**2082 #53 Initials: May DED Form 3014 1/01 -6A(IL) (0010) Page 3 of 15