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Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Pate: 05/08/2003 11:00 AM Pa: 1 of 3

PREPARED BY & MAIL TO: SHELTER MITG. 1100 W. LAKE ADDISON, IL. GOID 1

Property of Cook County Clerk's Office PUBORDINATION AGREEMENT

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SUBORDINATION AGREEMENT BY CREDIT UNION 1 FOR THE BENEFIT OF MEMBERS MICHAEL FRANZ IV AND KATHLEEN D. FRANZ

This instrument made this 15th day of April, 2003, by CREDIT UNION 1 ("CREDIT UNION"), holder of a mortgage on the property described below:

THE SOUTH 100 FEET OF THE NORTH 633 FEET (EXCEPT THE EAST 871.2 FEET THEREO:) OF THE EAST OF THE SOUTH EAST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 03-09-401-004

CKA: 3032 JACKSON DR., ARLINGTON HTS., IL 60004

- Or C CREDIT UNION 1 is the holder of a note secured by a mortgage ("Second Mortgage") dated the Α. 13th day of December, 2002, which was recorded December 19, 2002 as Document No. 0021413311.
- MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., is the holder of a mortgage В. ("First Mortgage") which was recorded September 5, 2002 as Document No. 0020974563.
- SHELTER MORTGAGE COMPANY, LLC, ITS SUCCESSORS AND/OR ASSIGNS, intends to refinance the above mentioned First Mortgage ("New Loan Agreement") paying off said First Mortgage with MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. The amount of the New Loan will be \$191,985.00. 1st AMERICAN TITLE order

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CREDIT UNION 1 agrees as follows:

- 1. This subordination agreement shall apply to the New Loan Agreement dated the 11th day of April, 2003, and recorded on _______, 2003, as Doc.No. _3 | 35141 _____ in Cook County, Illinois.
- Credit Union 1 agrees that their Second Mortgage shall be subordinate to the New Loan Agreement as though the New Loan Agreement had been executed and recorded prior to the filing for the record of the Second Mortgage, but without in any other manner releasing or relinquishing the encumbrance upon said premises. Nothing in the New Loan Agreement shall in any way alter, change or modify the terms and conditions of the Second Mortgage, or in any way release or affect the validity or priority of the Second Mortgage, except as provided herein.

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The undersigned has executed this Subordination Agreement effective this 15th day of April, 2003.

CREDIT UNION 1

By:

Name: DONNA M. LINN

GENERAL COUNSEL Title:

STATE OF ILLINOIS COUNTY OF DU PAGE

This instrument was acknowledged , before me this 15th day of 4pr; 1 , 2003.

NN OUNS.

COLUMN Clerk's Office