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Eugene "Gene" Moore Fee: \$28.00 Dook County Recorder of Deeds Date: 05/27/2003 09:54 AM Pg: 1 of 3

SUBORDINATION

OF MORTGAGE

AGREEMENT

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23-23	× 96	-	
This Agreeme	nt is by and betweer. Washingto	n Mutual Bank, FA (the "Lender"), and Fi	irst American Bank ("FAB"). Based on the
representations	and acknowledgments occarained	in this Agreement, FAB and Lender agree as for	ollows:
Timothy F. and	l Rustine A. Fitzjarrald (collectiv	y "Borrower") wants Lender to provide finar	icial accommodations to Borrower in the form
of a new credit	or loan in the maximum principal	amoun of \$222,000.00 to be secured by a mor	tgage, trust deed or other security interest from
Borrower to Le	ender on the real property as descri	ibed on Exhibit "A" attached hereto (the "Pres	mises"):
	-	e following meanings when used in this Agr	
Agreement sha	Il have the meanings attributed to	such terms in the Uniform Commercial Code.	
"FAB	Lien" means that certain Mortgag	ge affecting the Premises dated November 24,	2001 and recorded in Cook County,
		, made by Borrower to F.	
	al principal amount of \$31,500.00		
"New	Lien" means that certain Mortga	go affecting the Premises dated	made by Borrower to Lender to
secure	e a certain Note in the principal a	mount of \$222,000.00, with interest at the re-	ite of% per annum, payable in
month	ily installments of \$o	n the first day of every month beginning	and continuing until
·		ntire balance of principal and interest remains	

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BELIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$222,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEDUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OFNO LF. LCT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL PLANE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

Default By Borrower. 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.

0314714130 Page: 2 of 3

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 25th day of March , 2003.

FIRST AMERICAN BANK	Point Financ	ial, ISAOA [LENDER]
By: WASKO KOCKI	By:	
Name: Marsha Racki	Name:	
Title: Document Specialist	Title:	
Address: 80 Stratford prive	Address:	
Bloomingdale, L 60108	Address.	
		
STATE OF ILLINOIS) SS.		
COUNTY OF DUPAGE)		
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/she signed and delivered free and voluntary act of First American Bank, for the uses and purposes therein so	istrument as su this instrument	ch officer of First American Bank, appeared
The and voluntary act of Phist Philotean Bank, for the assess to purposes therein s	ct form.	
Given under my hand and notarial seal this	25th day	of March , 2003.
	~~~ ~	
	\ "O!	FFICIAL SEAL"
	\ LY	NDA SABANI }
		Public, State of Illinois
	Wir Somm	ssion Expires 03/14/2005
C X la	Tray Commi	
Julia Sava		
Nøtary/Public /	C	
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		S -
		(2)
THIS INSTRUMENT PREPARED BY: Marsha Racki		C

Mail To:

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

0314714130 Page: 3 of 3

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AE SUBDIVISION OF THE NO.

OUTHWEST ¼ OF SECTION 13, TC
RINCIPAL MERIDIAN, IN COOK COL

Countersigned at Chicago, Illinois

Commitment No. 23-22096

and B are attached. LOT 41 IN PLOCK 1 IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE WEST 1/2 OF THE WEST 4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MIDWEST LAND TITLE COMPANY.

Authorized Officer of Agent

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.