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BUX 120 GP

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 07/16/2003 09:34 AM Pg: 1 of 3

SUBORDINATION

OF MORTGAGE

AGREEMENT

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This Agreement is by and between (the "Lender"), and First American Bank ("FAB"). Based on
the representations and acknowledgme ots contained in this Agreement, FAB and Lender agree as follows:
Amy Hettwer and Jason Gnagy (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount c. \$2.8,000.00 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"):
Definitions. The following words shall have the following meanings 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 Premises dated August 27, 2002 and recorded in Cook County, Illinois as Document No, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$27,500.00.
"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 \$218,000.00, with interest at the rate of% per annum, payable in
monthly installments of \$ on the first day of every month begin nivg and continuing until
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 Lende. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIP AL AMOUNT OF \$218,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSECTENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NOTE FROM THE WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL OF 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

Duration and Termination. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in

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

under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

payment in making loans or extending accommodations to Borrower.

writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

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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 23rd day of May, 2003.

FIRST AMERICAN BANK		[LENDER]
By: Dale Nuchael Name: Dale Michaels Title: Document Specialist Address: 80 Stratford Erive Bloomingdale, 12 60108	By: Name: Title: Address:	
STATE OF ILLINOIS) SS.		
COUNTY OF DUPAGE)	Ox	
I, the undersigned, a Notary Public in and	for said county in the State aforesaid, DO HEREBY CERTIFY the scribed to the foregoing instrument as such officer of First American	nat She personally known to r can Bank, appeared before me the

I, the undersigned, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that She personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of First American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd (ay o. May, 2003.

/ dom'y rubite

THIS INSTRUMENT PREPARED BY: Dale Michaels

Mail To:

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

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STREET ADDRESS: 2161 N CALIFORNIA, UNIT 303

COUNTY: COOK CITY: CHICAGO

TAX NUMBER: 13-36-204-025-1048

LEGAL DESCRIPTION:

UNIT 303 AND PARKING UNIT P-21 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE ST. GEORGE LOFTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED SEPTEMBER 23, 1999 AS DOCUMENT 99898177 AS AMENDED FROM TIME TO TIME IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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