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Eugene "Gene" Moore Fee: \$50.00 Cook County Recorder of Deeds Date: 07/31/2003 07:47 AM Pg: 1 of 3

FOR RECORDERS USE ONLY

SUBORDINATION AGREEMENT

STATE OF ILLINOIS COUNTY OF DUPAGE

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The First DuPage Bank (hereinafter referred to as "Mortgagee") makes this agreement as of this 18th day of June, 2003

WITNESSETH:

WHEREAS, on March 10, 2003, Hugo Albert Francisco and Mary Ann Schmidt (now known as Mary Ann Fancisco), (herein after collectively referred to as "Borrower") executed a Mortgage and Assignment of Rents (herein after referred to as the "Mortgage") to Mortgagee, encumbering the real property described on Exhibit A and certain fixtures and personal property described in the Mortgage (such real and personal property and fixtures, and all leases, rents, issuers, profits and contracts relating thereto being herein after referred to as the "Property"), to secure a promissory note in the original principal sure of Thirty Seven Thousand Two Hundred and no/100ths Dollars (\$37,200.00), recorded on April 2, 2003 as document numbers 0030447939 and 0030447940 in the records of the County Recorder of Cook County, Illinois; and

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WHEREAS, a loan is being made to Borrower by First Switzerland Financial ("Lender") in the original principal amount of One Hundred Sixty Six Thousand and no/100ths Dollars (\$166,000.00) (the "Loan"); and

WHEREAS, Lender requires as condition of the Loan, that Mortgage, subordinate the Mortgage, together with all other documents now or hereafter evidencing, securing or otherwise relating to any of the obligations secured or to be secured by the Mortgage, to the documents evidencing and securing the Loan from Lender so that such Loan documents shall create a lien upon the Property superior to the Mortgage and the indebtedness thereby secured;

NOW, THEREFORE, Mortgagee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provision of the Mortgage or any instrument or document relating thereto, that the lien of the Mortgage and all rights of Mortgagee in and to the Property, including but not limited to any and all interest, rights powers and remedies arising under or by virtue of the Mortgage, or any and all other instruments now or hereafter evidencing, securing or otherwise relating to any of the obligations be expressly subordinate to, and does hereby subordinate and declare to be subordinate the lien or the Mortgage and the aforesaid interest, rights, powers and remedies to (i) the lien of the Lender, evidenced by the mortgage or deed of trust ("Security Instrument"), the Security Instrument to be filed for record contemporaneously with this Agreement in the records of Cook County, (ii) the indebtedness secured by the Security Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest accrued or to accrue on any modifications, amendments, renewals, replacements and alterations of the Security Instrument or the note or notes secured thereby. Mortgagee further agrees that in the event of default under the Mortgage or default under the Security Instrument and the foreclosure by the Mortgagee or Lender under their respective security instruments, all right, lien and claim of Mortgagee in and to the Property

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under the Mortgage shall be subordinate to and payable only following complete satisfaction of all right, lien and claim of Lender in and to the Property under the security Instrument.

Mortgagee hereby acknowledges that Lender shall rely upon this Agreement in extending the Loan, which shall be secured by the Security Instrument, and that Lender shall have been induced to extend the Loan by the representations and agreements made by Mortgagee herein. The Agreement shall be construed in accordance with the laws of the State of Minois.

MOTARY PUBLIC, STATE OF FLINOIS MY COMMISSION EXPIRES: 02/20/03

(NOTARY SEAL)

FIRST DUPAGE BANK Its: 11100

Sworn to and subscribed before me this day of <u>une</u>, 2003.

Notary Public

Av College Col My Commission Expires:

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EXHIBIT A

THE NORTH 1/3 OF LOT 72 IN JOHN J. RUTHERFORD'S SECOND ADDITION TO MONT CLARE BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

The Real Property or its address is commonly known as 2840 N. 73rd Avenue, Elmwood Park, IL 60707.

The Real Property tax identification number is 12-25-229-034-0000.

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