


MORTGAGE SUBORDINATION AGREEMENT

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Doc#: 0412605245
 Eugene "Gene" Moore Fee: \$28.00
 Cook County Recorder of Deeds
 Date: 05/05/2004 02:59 PM Pg: 1 of 3

By Corporation or Partnership

Account Number: 3000140254

Date: 24 day of March, 2004

Legal Description: See Schedule C

P.I.N. #17-22-109-099-0000

Property Address: 1447 South Indiana Chicago IL 60605

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This Agreement is made this 24 day of March, 2004, by and between US Bank National Association ND ("Bank") and All American Mortgage, its successors and/or assigns ("Refinancer").

FIRST AMERICAN TITLE
ORDER # 756920 228

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 17th day of March, 2003, granted by James E Sturm and Jeanne Rubio Sturm ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois, Book , Page , as Document 0312117169, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated April 20, 2004, granted by the Borrower, and recorded in the same office on _____, 20____, as 0412605243, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$168,000.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

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US Bank National Association ND



By: Elizabeth M Cunningham
Title: Loan Operations Officer

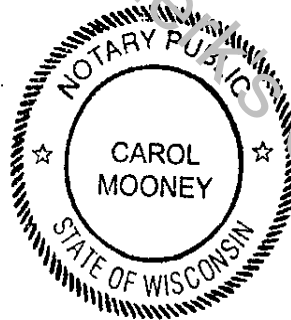
STATE OF Wisconsin
COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this 24 day of March, 2004, by (name) Elizabeth M Cunningham, the (title) Loan Operations Officer of (bank name) US Bank National Association ND, national banking association under the laws of The United States of America, on behalf of the association.



Carol Mooney, Notary Public
My Commission Expires: 9/16/07

Prepared by: Janet Korth



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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: Parcel 1:

Lot 38 in Central Station 2nd Resubdivision, being a Resubdivision of Central Station Resubdivision, in the Northwest Fractional 1/4 of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, recorded September 24, 1993 as Document Number 93766226, in Cook County, Illinois.

Parcel 2:

Perpetual non-exclusive easement to and for the benefit of Parcel 1 for ingress and egress in, over and across Lots 2, 3, and 77 as created and set out in the Plat of Resubdivision recorded as Document 93064835 and as further created by the Trustee's Deed dated January 25 1993 recorded February 9, 1993 as Document Number 93107422, in Cook County, Illinois.

Permanent Index # s. 17-22-109-099-0000 Vol. 0512

Property Address: 1447 South Indiana Parkway, Chicago, Illinois 60605

Property of Cook County Clerk's Office