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Doc#: 0416216004 Eugene "Gene" Moore Fee: \$50.50 Cook County Recorder of Deeds Date: 06/10/2004 08:24 AM Pg: 1 of 3

2227167

SUBORDINATION AGREEMENT

* Record Concurrently

THIS AGREEMENT, made this 21st day of April, 2004 by LaSalle Bank National Association, a national banking association, whose address is 4747 W. Irving Park Road, Chicago, IL 60641

WITNESSETH.

WHEREAS, JON-FAUL CONTERAS and JODY CONTERAS, HUSBAND and WIFE, are the owners in fee simple of the following described premises situated in Chicago, Cook County, State of Illinois.

Land situated SEE ATTACHED LEGAL DESCRIPTION EXHIBIT A

Commonly Known As: 23 N Racine Avenue Unit # 4, Chicago, Illinois

WHEREAS, JON -PAUL CONTERAS and JODY CONTERAS, HUSBAND and WIFE are the mortgagers and LaSalle Bank National Association is the mortgage under that certain mortgage in the amount of \$32,600.00 covering said premises, which mortgage is dated November 15, 2002 and recorded December 9, 2002 as Instrument No.0021355114 in Cook County, State of Illinois Records.

WHEREAS, ABN AMRO Mortgage Group, Inc. intends to make a certain mortgage loan to JON -PAUL CONTERAS and JODY CONTERAS, HUSBAND and WIFE in the principal amount **not to exceed** \$256,350.00 to be ______ and mortgage dated _____ with mortgage recorded _____ Doo#: 04.6215003. Book _____, Page ____ or Document No. _____. With JON -PAUL CONTERAS and JODY CONTERAS, HUSBAND and WIFE as mortgagors and ABN AMRO Mortgage Group, Inc. as mortgagee, said mortgage to cover the subject premises (the "First Mortgage"), and

WHEREAS, ABN AMRO Mortgage Group, Inc. will only make the said Ican to JON -PAUL CONTERAS and JODY CONTERAS, HUSBAND and WIFE provided that the Consumer Loan is made wholly subordinate to the lien of the First Mortgage, and

WHEREAS, it is the intention of ABN AMRO Mortgage Group, Inc. that the First Mortgage be prior and superior to the Consumer Loan.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other considerations of value, the parties hereto hereby agree as follows:

- 1. That the Consumer Loan, or any renewal or extension thereof, shall be and the same hereby is subject and subordinate to the lien of the First Mortgage or any renewal or extension thereof.
- 2. This Agreement shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties hereto.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

WITNESSES:

LaSalle

Bank

National

Association,

a national banking association

Araceli Vasquez

Brenda Vidal Wesley

By://Steve Demarest

Its: First Vice President

STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

Steve Demarest the First Vice President of LaSalle Bank National Association, and a federal savings bank, on behalf of the bank, acknowledged the foregoing instrument become me this 21st day of April, 2004

Broward County, Florida

Judy Ward-Xr.a; p Commission # DD1:1532 Expires July 4, 2006 Bonded Thru Atlantic Bonding Co., Inc.

DRAFTED BY:
Sherami Simmons
LaSalle Bank National Association
1643 N. Harrison Pkwy
Bldg H
Sunrise, FL 33323,
AB00439070

AFTER RECORDING RETURN TO:

My Commission Expires: 4

LaSalle Bank National Association 4747 W. Irving Park Road, Chicago, IL 6)641

0416216004 Page: 3 of 3

Legal (Reference: AB00439) XV fo order Number 22716; COPY

EXHIBIT (A)

UNIT 423 IN BLOCK "X" CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OR PARTS OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1:

LOTS 1 THROUGH 11, AND THE EAST-WEST 10 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 11, IN CARPENTER AND STRONG'S RESUBDIVISION OF LOTS 1 TO 10 IN SUBDIVISION OF BLOCK 47 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THROUGH 7 AND LOT 8 (EXCEPT THE SOUTH 6.0 FEET THEREOF) IN THE SUBDIVISION OF LOTS 11, 11, 15, 18, 19, 22 AND 23 IN CARPENTERS RESUBDIVISION OF BLOCK 47 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 12, 13, 16, 17, 20, 21 AND 24 (EXCEST THE SOUTH 6.0 FEET THEREOF) IN CARPENTER'S ADDITION TO CHICAGO, A SUBSTIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH-SOUTH 18 FOOT PUBLIC ALLEY LYING EAST OF LOTS 1 THROUGH 7 AND LOT 8 (EXCEPT THE SOUTH 6.0 FEET THEREOF) IN THE SUBDIVISION OF LOTS 11, 14, 15, 18, 19, 22, AND 23 IN CARPENTERS RESUBDIVISION OF BLOCK 47 AND LYING WEST OF LOTS 12, 13, 16, 17, 20, 21, AND 24 (EXCEPT THE SOUTH 6.0 FEET THEREOF) IN CARPENTER'S RESUBDIVISION OF BLOCK 47 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 98977346 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE # 7 AND STORAGE SPACE # 7 A LIMITED COMMON ELEMENT AS DEPICTED ON THE SURVEY ATTACHED TO THE CONDOMINIUM DECLARATION RECORDED AS DOCUMENT 98-977346.