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RECORDING REQUESTED BY AND WHEN RECORDED RETURN MAIL TO :

RECORDING DEPARTMENT FIRST AMERICAN TITLE 1801 LAKEPOINTE DRIVE, STE 111 LEWISVILLE, TX 75057 469-322-2500



Doc#: 0416719094 Eugene "Gene" Moore Fee: \$28.50 Dook County Recorder of Deeds Date: 06/15/2004 11:27 AM Pg: 1 of 3

Subordination Agreement

5-43-17 P-3-17 and

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LaSaİle Bank

Prepared by Valarie Linton SUBORDINATION AGREEMENT

MAIL TO: LaSalle Bank NA

Attn: Collateral Services Department

4747 W. Irving Park Road

Chicago, IL 60641

Account 119-7300235657



THIS SUBORDINATION AGREEMENT, made in the City of Chicago, State of Illinois this **7th** day of **November 2002** by LaSalle Bank, NA, a national banking association organized and existing under and by virtue of the laws of the United States of America, and doing business and State of Illinois ("Bank").

Witnesseth

WHEREAS, the Bank is the owner of a mortgage dated <u>August 1, 2001</u> and recorded <u>August 8, 2000</u> among the land records in the Office of the Recorder of Decids of <u>Cook</u> County, <u>IL</u> as document number <u>Ins#00602220</u> made by <u>Kathryn Smart , Married to Michael Becker</u> ("Borrower"), to secure and indebtedness of \$26,500.00 ("Mortgage"); and

WHEREAS, Borrowers are the owners of that certain parcel of real estate commonly known as 2425 E. Church Street, Des Plaines, IL 60016 and more specifically described as follows:

Legal Description

PIN # 09-15-300-015
WHEREAS, ("Mortgagee") has refused to make a loan to the Borrowers of \$148,000.00 except upon condition that the Mortgage be subordinate to said mortgage lien of Mortgagee.
NOW, THEREFORE, in consideration of the sum of Ten (\$15.50) Dollars in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in order to induce Mortgagee make the loan to Borrowers, it is hereby mutually agreed, as follows:
1. That the Bank covenants and consents that the lien of its Mortgage shall be subject and subordinate to the lien of Mortgagee's mortgage dated 1/22/02 reflecting and securing the loan made by Mortgagee to Borrower, in the amount of One Hundred Forty-Eight Thousand dollars and no cents and to all renewals, extensions of replacements of said Mortgagee's mortgage; and
2. That this Agreement shall be binding upon and shall insure to the benefit of N ortgugee, its successors and assigns.
IN WITNESS WHEREOF, this Subordination Agreement has been executed by the Banl of the date first above written.
By: Samuel Sanchez (Assistant Vice President)
STATE OF ILLINOIS}
SS COUNTY OF COOK }

I, the undersigned, a notary public in an for said County, in the State aforesaid, DO HEREBY CERTIFY that, <u>Samuel Sanchez</u>, <u>Assistant Vice President</u> of LaSalle Bank, NA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, and as the free and voluntary act of the "Bank", for the uses and purposes therein set forth.

Given under my hand official seal, this 7th day of November 2002.

Notary Public

"OFFICIAL SEAL"
DENISE PUEYO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/23/2004

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Form No. 3301 (6/00) Short Form Commitment, EAGLE SUPER EAGLE

ORDER NO: 1329232 FILE NO: 1329232 LENDER REF: AB00252350

Exhibit "A"

The land referred to in this policy is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DES PLAINES, and described as follows:

THE EAST 90 FEET (EXCEPT THE SOUTH 270 FEET THEREOF) OF THE WEST HALF OF THE WEST HALF OF LOT 5 IN THE FREDRICH ME NY AVENUA DEVISION OF LANDS IN SECTION 15 AND 16. TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCY, EAL MERDIDAN, (EXCEPT HOWEVER THE NORTH 40 FEET AND THE EAST 10 FEET OF THE TRACT WHICH HAS BEEN DEDICATED FOR ROADS) IN COOK COUNTY, ILLINOIS.