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Doc#: 0423235033

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 08/19/2004 08:19 AM Pg: 1 of 2

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO: Air Mortgage 17 w 662 Butterfield Rd, Ste 306 Oakbrook Terrace, IL 60181

Prepared By: Judy Dalman

Continental Community Bank and Trust Company

2430 W. Indian Trail Aurora, IL 60506

LOAN NUMBER:

THIS SUBORDINATION AGREEMENT is made this 22nd day of July 2004;

By and between Continental Community Bank and Trust Company, or Illinois Banking Corporation, with a place of business at 2430 W. Indian Trail, Aurora, IL 60506 ("Subordination Lender") and Air Mortgage, with a place of business at 17 w 662 Butterfield Rd, Suite 306, Oakbrook Terrace, IL 60181, ("Lender");

Whereas, Nahtahn Sample, ("Borrower") executed and delivered to Sulordination Lender a mortgage in the sum of 3,000.00 dated August 9, 2001, and recorded as Document No. 0010809131 in the records of Cook County, Illinois, which mortgage is lien on the following described property:

Legal Description: LOTS 10 AND 11 IN BLOCK 32 IN PROVISO LAND ASSOCIATION'S ADJITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST-OF-THE-THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 118 S. 17th Avenue, Maywood, IL 60153; Real Property Tax identification number 15-10-128-027-0000;

Whereas, the Borrower executed and delivered to the Lender a mortgage in the sum of \$99,931.00, which mortgage is intended to be recorded herewith in the record of Cook County, Illinois;

Whereas, Lender has required, as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to the Subordination Lender be subordination to the lien of the mortgage executed by Borrower to Lender to which Subordination Lender has agreed to on the conditions provided herein.

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NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

- 1. That the lien of mortgage executed by the Borrower to Subordination Lender is and shall be subordination to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordination Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this subordination Agreement, a validly perfect first lien security in the above described property;
- 2. That the mortgage executed by the Borrower to the Subordination Lender is and shall be Subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described property; and

3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described property, the lien of mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgement recorded under the mortgage made by the said Borrower to Subordination Lender but any such sale shall be subject to the len of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

By: Ronald G. Thompson Title: Vice President By: James C. Brennan

Title: Assistant Vice President

STATE OF ILLINOIS COUNTY OF KANE

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I, the undersigned, a Notary Public in and for said County in the State of oresaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of CONTINENTAL COMMUNITY BANK AND TRUST COMPANY and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Poard of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the users and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of July 2004.

MY COMMISSION EXPIRES

OFFICIAL SEAL
JUDY DALMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-11-2006

Judy Dalman, Motary Public