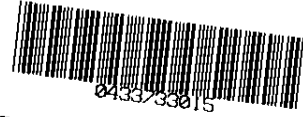


UNOFFICIAL COPY

3 of 3

2835374
24122199



Doc#: 0433733015
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 12/02/2004 07:09 AM Pg: 1 of 3

MORTGAGE SUBORDINATION AGREEMENT

This agreement, made this
15th Day of November, 2004
By

Fleet National Bank whose address
Is 315-317 Court St., P. O. Box 3092, Utica, NY 13502
And is being given to:

American Broker Conduit, whose address is
4200 Commerce Court, Lisle, IL 60532

- 1) Subordinating Party now owns or holds an interest as mortgagee of certain premises with a property address of 3906 Steeple Run, Crystal Lake, IL 60014 which premises are more fully described in Exhibit "A" attached and incorporated herein by reference ("Property"), pursuant to the provisions of that certain mortgage dated September 16, 2002 and recorded as Document # in the Office of the Recorder of Mchenry County, Illinois with an outstanding balance of \$51,000.00.
- 2) Steven A Kadish & Jill M Kadish is the present owner(s) of the Property and has executed or is about to execute mortgage in the sum of \$341,000.00 in favor of Lender.
- 3) Lender is willing to make such loan to Owner provided that Lender obtain a first lien on the property Subordinating Party unconditionally subordinates the lien of its mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (1.00) and good and other valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Owner, Subordinating Party hereby agrees with Lender that the mortgage securing the note in favor of Lender, and any renewals, extensions or modifications of it, will be and shall remain a Subordinating Party in the same manner as if Lender's mortgage had been executed and recorded prior to the execution and recordation of Subordinating Party's mortgage.

Subordinating Party further agrees that:

- 1) Any future advance of funds or additional debt that may be secured by Subordinating Party's mortgage shall be subject to the provisions of the Mortgage.
The mortgage securing the note in favor of the Lender, and any renewals, extensions, or modifications of it will be and remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's mortgage.

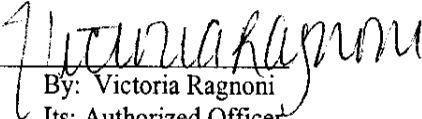
BOX 333-CTT

UNOFFICIAL COPY

- 2) This agreement is made under the laws of the State of Illinois. It cannot be waived, changed, or terminated, except by writing, signed by both parties. This agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and ensure to the benefit of and shall be enforceable by Lender and its successors and assigns, Subordinating Party waives notice of Lenders acceptance of this agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed that day and year first above written.

Fleet National Bank

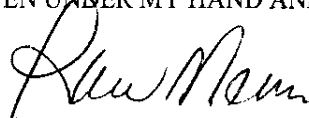

 By: Victoria Ragnoni
 Its: Authorized Officer

STATE OF CONNECTICUT

COUNTY OF HARTFORD

I UNDERSTAND THAT, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT, Victoria Ragnoni, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH,

GIVEN UNDER MY HAND AND SEAL THIS 15th DAY OF November, 2004.



NOTARY PUBLIC
MY COMMISSION EXPIRES:

PATRICIA MESSERSCHMIDT
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2007

Property of Hartford County Clerk's Office

UNOFFICIAL COPY

SCHEDULE "A"

KADISH
C2630042

THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

LOT 22 IN STEEPLE RUN UNIT TWO, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

APN # 19-02-101-014

Property of Cook County Clerk's Office

2479574.7497.00255.3.02/354

02-068-9171