Lawyers Unit#05694 Case# 05- / 239 2

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SUBORDINATION
OF MORTGAGE
AGREEMENT



Doc#: 0522408024 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 08/12/2005 09:44 AM Pg: 1 of 3

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This Agreement is by and between	(the "Lender"), and First American		
Bank ("FAB"). Based on the representations and acknowledgments contained	l in this Agreement, FAB and Lender agree as follows:		
RAFAEL GONZALEZ and LETICIA GCNLALEZ (collectively	"Borrower") wants Lender to provide financial		
accommodations to Borrower in the form of a new credit or loan in the maxim	num principal amount of \$140,000.00 to be secured by		
a mortgage, trust deed or other security interest from Borrower to Lender on	the real property as described on Exhibit "A" attached		
hereto (the "Premises"):	- • •		
<u>Definitions</u> . The following words shall have the following meanings when u	sed in this Agreement. Terms not otherwise defined in		
this Agreement shall have the meanings attributed to such terr s in the Uniform Commercial Code.			
"FAB Lien" means that certain Mortgage affecting the Premises dated January 16, 2003 and recorded in COOK County, Illinois as			
Document No. , made by Borrower to FA	B to secure an indebtedness in the original principal		
amount of \$99,000.00.)		
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"New Lien" means that certain Mortgage affecting the Premises dated	made by Borrower to Lender to secure a		
certain Note in the principal amount of \$140,000.00, with interest at the rate	of % per annum payable in monthly installments		
of \$ on the first day of every month beginning	and continuing until on which date		
the entire balance of principal and interest remaining unpaid shall be due and payable.			
and office outlines of principal and merest remaining unpaid shall be due and	payaute.		

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PROVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$140,000.00 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LYEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LYNDER, THEN THIS SUBORDINATION SHALL BE OF NO EFFECT WHATSOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SUBORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

<u>Default By Borrower</u>. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

<u>Duration and Termination</u>. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

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Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAR.

Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

IT WITNESS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of July 15, 2005

FIRST AMERICAN BANK		[LENDER]	
Name: Rachel Young Title: Document specialist Address: 80 Stratford Dave Bloomingdale, 15-60		By: Name: Title: Address:	
STATE OF ILLINOIS COUNTY OF DUPAGE)) SS.)		

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rachel Young personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of First American Bank, appeared before me this day in person ard acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of 1 irst American Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day, July 15, 2 Mar Continues Office

OFFICIAL SEA Nita A. Evans Notary Public, State of Illinois

Notary Public

THIS INSTRUMENT PREPARED BY: Rachel Young

FIRST AMERICAN BANK

Loan Operations 201 S. State Street Hampshire IL 60140

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Property Address: 1933 S CLINTON

BERWYN, IL 60402

PIN #: 16-19-321-013

LOT 181 IN BERWYN GARDENS, A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF G.
HIP 3
NOIS.
ODENTA OF COOK COUNTY CLEARLY OFFICE SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.