Doc#: 0612849037 Fee: \$28.00

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 05/08/2006 12:24 PM Pg: 1 of 3

RETURN TO:

Selfreliance Ukrainian American Federal Credit Union Attn: Theresa 2332 W. Chicago Ave. Chicago, IL 60622

PARCEL ID: 08 15 200 0056

SUBORDINATION AGREEMENT

This Subordination Agreement is made this 27th day of June, 2003, by and between First Federal Capital Bank, a corporation organized under the laws of the United States of America, with a place of business at 605 State Street, La Crosse, Wisconsin 54601 and Selfreliance Ukrainian American Federal Credit Union, a corporation, with a place of business at 2332 W. Chicago Ave., Chicago, IL 60622.

WHEREAS, George J. Melnyk, "Borrower", executed and delivered to First Federal Savings Bank La Crosse – Madison n/k/a First Federal Capital Bank, a mortgage in the sum of \$56,155.00, our loan number 2827823, dated 1/16/2003, and recorded on 3/20/2003, in Mortgage Book Volume N/A, Page N/A, as Decument 30384007 in the records of Cook County, IL, which mortgage is a lien on the following described real property in the State of IL:

LOT 19, IN COURTS OF KENNICOTT, BEING A SUBDIVICION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE CFFICE OF THE REGISTRAR OF TITLES COOK COUNTY, ON OCTOBER 30, 1937, AS PER PLAT DOCUMENT NO. LR3663764.

Property Address: 802 Kennicott Pl. Mt Prospect, IL 60056

WHEREAS, the Borrower executed and delivered to Selfreliance Ukrainian American Federal Credit Union a mortgage in the sum of \$140,000.00, which mortgage is intended to be recorded in the records of Cook County, IL.

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WHEREAS, Selfreliance Ukrainian American Federal Credit Union has required as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to First Federal Savings Bank La Crosse – Madison n/k/a First Federal Capital Bank, be subordinated to the lien of the mortgage executed by Borrower to Selfreliance Ukrainian American Federal Credit Union to which First Federal Savings Bank La Crosse – Madison n/k/a First Federal Capital Bank has agreed on the conditions provided herein.

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

- 1. That the lien of mortgage executed by the Borrower to First Federal Savings Bink La Crosse Madison n/k/a First Federal Capital Bank is and shall be subordinated to the lien of the mortgage executed by the Borrower to Selfreliance Ukrainian American Federal Credit Union, provided, however, that the lien of the mortgage to First Federal Savings Bank La Crosse Madison n/k/a First Federal Capital Bank shall be subordinated to the lien of the mortgage to Selfreliance Ukrainian American Federal Credit Union only to the extent that the lien of the mortgage to Selfreliance Ukrainian American Federal Credit Union is, as a result of the Subordination Agreement, a validly perfect first lien security increst in the above-described property.
- 2. That the mortgage executed by the Borrower to First Federal Savings Bank La Crosse Madison n/k/a First Federal Capital Bank is and shall be subordinated to the mortgage of the nortgage executed by the Borrower to Selfreliance Ukrainian American Federal Credit Union, provided, however, that the lien of the mortgage to First Federal Savings Bank La Crosse Madison n/k/a First Federal Capital Bank shall be subordinated to the lien of the mortgage to Selfreliance Ukrainian American Federal Credit Union only to the extent that the lien of the mortgage to Selfreliance Ukrainian American Federal Credit Union is, as a result of the Subordination Agreement, a validly perfect first lien security interest in the above-described property.
- 3. That the extent of the mortgage of Selfreliance Ukrainian An erican Federal Credit Union is, as a result of this Subordination Agreement, a validity perfect first lien security interest in the above-described property, the lien of the mortgaged executed by Borrower to Selfreliance Ukrainian American Federal Credit Union shall not be affected or impaired by judicial sale under a judgment recovered under the mortgage made by the said Borrower to First Federal Savings Bank La Crosse Madison n/k/a First Federal Capital Bank, but any such sale shall be subject to the lien of the said mortgage executed by Borrower to Selfreliance Ukrainian American Federal Credit Union, as well as any judgment obtained upon the bond or note secured thereby.

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4. That Selfreliance Ukrainian American Federal Credit Union shall notify First Federal Savings Bank La Crosse - Madison n/k/a First Federal Capital Bank in writing any default under the terms of the mortgage executed by Borrower to Selfreliance Ukrainian American Federal Credit Union.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

First Federal Savings Bank La Crosse - Madison n/k/a First Federal Capital Bank

By:

Dennis Herricks

Assistant Vice-President

STATE OF WISCONSIN **COUNTY OF LA CROSSE**

ARY A

On this 27th day of June, 2003, before me, the undersigned officer, personally appeared Dennis Herricks, who acknowledged himself to be Assistant Vice-President of First Federal Savings Bank La Crosse - Madison r/k'a First Federal Capital Bank and, being authorized to do so, executed the foregoing Subordination Agreement for the purpose therein contained by signing the name of the corporation by himself as Assistant Vice Presidentaminanian

IN WITNESS WHEREOF, I hereby sor my hand and official seal.

My Commission Expires March 11, 2007

PREPARED BY:

Kelly Role First Federal Capital Bank P.O. Box 1868 La Crosse, Wisconsin 54602-1868 Phone 608-793-8380