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This instrument prepared by, and
After recording return to:
Richard Moellering
LaSalle Bank National Association
Retail Mortgage Dept MI8-904-04 12
320 E Big Beaver Rd
Troy, MI 48083

Doc#: 0814248005 Fee: \$40.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 05/21/2008 08:59 AM Pg: 1 of 3

PERMANENT INDEX NUMBER IVER/MAIL BACK TO:

09-26-317-003-0000

Property Address: 119 N Knight Ave 55 S. MAIN ST. # 350 NAPERVILLE, IL 60540

Park Ridge, /2 60068

MORTGAGE SUBORDINATION AGREEMENT

Loan Number 0110651523

THIS MORTGAGE SUBCEDINATION AGREEMENT ("Subordination") is entered into this <u>10 th</u> day of <u>April</u>, 2008, by <u>LaSall</u>: Park N.A., a national banking association whose address is <u>4747 West Irving Park Road</u>, Chicago, Illinois 60641 ("Subordinator").

RECITALS:

A. <u>Joshue P Kiem and Susan M Kiem, resband and wife</u> ("Borrower") are the fee simple owners of the following property located in Kane County Illinois ("Property"):

Lots 47 and 48 in Block 9 in Ira Brown's Addition to Flark Ridge, being in the South ½ of the Southwest ¼ of Section 26, Township 41 North, Range 12, East of the Trird Principal Meridian lying South of the Right of Way of Chicago and Northwestern Railroad Company, in Cook County, Illinois

PIN: 09-26-317-003-0000

Commonly known as: 119 N Knight Ave, Park Ridge, IL 60068

- B. Borrower is the mortgagor and Subordinator is the mortgagee under a mortgage in the original amount of \$100,000.00 secured by the Property. The mortgage is dated 12/15/2007 and recorded 12/27/2007 as Document No. 0736101273 in the records of Chok County, Illinois ("Subordinated Mortgage").
- C. LaSalle Bank National Association, a national banking association, whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (LBNA") made a mortgage loan to Borrowers in the principal amount of \$170,000.00 ("Loan"), to be evidenced by a note and secured by a mortgage covering the Property, with Borrower as mortgagor and Mortgage Electronic Registration Systems, Inc., a Delaware corporation, whose address is P. O. Box 2026, Flint, Michigan 48501-2026 (herein "MERS"), as nominee for LBNA and its successors and assigns as mortgagee ("MERS Mortgage").
- D. LBNA will only make the Loan to Borrower if the Subordinated Mortgage is made wholly subordinate to the lien of the MERS Mortgage.
- E. Subordinator agrees that the MERS Mortgage will be prior and superior to the Subordinated Mortgage.

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In consideration of the promises contained in this SUBORDINATION and for other valuable consideration, the Subordinator agrees as follows:

- 1. The Subordinated Mortgage and any and all advances and readvances secured by the Subordinated Mortgage, regardless of when the advances are made, are subject and subordinate to the lien of the MERS Mortgage and all amounts secured thereby. All renewals, modifications, increases or extensions of the Subordinated Mortgage are subject and subordinate to the lien of the MERS Mortgage. Advances made by LBNA to protect its security interest in the Property as Provided in the MERS Mortgage (Protective Advances") are prior to the Subordinated Mortgage. Future advances, other than Protective Advances, made by LBNA under the Subordinated Mortgage are subordinate to the lien of the MERS Mortgage.
- 2. Subordinator covenants and warrants that it has not assigned, conveyed or otherwise transferred its interest in the Property either on or before the date of this SUBORDINATION.
- 3. This SUBORDINATION shall bind and benefit the heirs, personal representatives, assigns and successors of the parties.
- The MERS Mortgage shall be a secured lien on the Property prior and superior to Subordinated Mortgage whethe Subordinated Mortgage is dated, executed, recorded or disbursed before or after the MERS Mortgage.
- 5. If LBNA is both the "Subordinator and "LBNA" under this SUBORDINATION, then this SUBORDINATION shall be enforceable in accordance with its terms and shall act to establish the priority of the liens described barein.
- 6. The Subordinated Mortgage shall not be subordinated to any other lien or encumbrance on the Property other than the MERS Mortgage as set forth herein.

Executed on the date written above.

SUBORDINATOR: LaSalle Bank N.A., a retional banking association

Richard Moellering, First Vice President

STATE of Michigan **COUNTY** of Oakland

The foregoing instrument was acknowledged before me, a Notary Public, this

(2008, by Richard Moellering, First Vice President of LaSalle Bank N.A., a national banking association, on behalf of the association

, Notaky Public

State of Michigan, County of _______ \bigcup \bigcap \bigcap

My Commission expires: Acting in Oakland County

DIANE J. BOTSFORD

Notary Public, Caldand County, Michigan Acting in SOK JOND County _County

My Commission Expires May 8, 2008

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LaSalle Bank N.A., a national banking association

BY: Mollering, First Vice President

STATE of Michigan COUNTY of Oakland The foregoing instrument was acknowledged before me, a Notary Public, this 10 day of 2000 by Richard Moellering, First Vice President of LaSalle Bank N.A., a national banking association, on benaif of the association

, Votary Public State of Michigan, County of () and Clerk's Office My Commission expires: Acting in Oakland County

DIAME J. BOTSFORD Notary Public, Calcand County, Gigan Acting in OARVADD County My Commission Expires May 8, 2008