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satiand Title W. Galena Aurora, IL 60506 NO96'00 1154

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SUBORDINATION AGREEMENT

Agreement reade this 31st day of May, 1996, by and among AVONDALE FEDERAL SAVINGS BANK, a rederally chartered stock savings bank ("Existing Mortgagee"), Edward A Silberstorf, Rose M Silberstorf (collectively "Owner"), and Freedom Mortgage ("New Mortgagee"). C004

WITNESSUTH:



WHEREAS, the Owner owns the entire fee title to certain real property and improvements thereon known as, 11646 Joalvee Drive, Alsip, IL 60658, more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and

WHEREAS, Existing Mortgagee is a mortgagee pursuant to the terms of a Mortgage ("Existing Mortgage") between Owner and Mortgagee dated 12-01-95, and recorded on 7th day of December, 1995, as Document Number 95851967 in the office of the Cook County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Mortgagee has issued its commitment letter to Owner subject to the terms and conditions of which it will lend to Owner the sum of One Hundred Sixteen Themand Twenty-six dollars (\$ 116,026,00) to be secured by a mortgage on the Real Estate ("New Mortgage"), a copy of which has been supplied to Existing Mortgagee, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Mortgagee has agreed to subordinate the Existing Mortgage to the lien of the New Mortgage in a manner satisfactory to Existing Mortgagee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

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- l. New Mortgagee and Owner hereby certify as of the date hereof that their status is as aforesaid; that the New Mortgage is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Mortgagee as aforesaid; and that no default exists on the part of the Owner under the New Mortgage or the Note it secures.
- 2. Neither the Owner nor the New Mortgagee will, without the prior written consent of the Existing Mortgagee, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.
- 3. Except as expressly provided herein, the Existing Mortgage is and shall be subject, subordinate and inferior in all respects to the New Mortgage with the same force and effect as if the New Mortgage had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Mortgage.
 - 4. Without limitations of the forgoing:
 - (a) The Ormer further agrees that from and after the date hereof, Owner shall deliver to Existing Nortgagee or its successors or assigns a copy of any notice of default given by New Mortgage to Owner under the New Mortgage at the same time such notice or statement is delivered to the Owner.
 - (b) The New Mortgagee introcr agrees that in the event of any act or omission by Owner under the New Mortgage (as modified hereby) which would give New Mortgagee the right to accelerate the Note secured by the New Mortgage or to foreclose on the Real Estate, New Mortgagee will not exercise any such right until it has given written notice of such and or omission to Existing Mortgagee or its successors or assigns.
- 5. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or action arising hereunder shell be valid or binding for any purpose whatsoever unless in writing and duly executed by the party spainst whom the same is sought to be asserted. The new mortgage is dated and recorded on in the Office of the Recorder of County, Illinois as Document No.
- 6. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Owner and New Mortgagee to Existing Mortgagee shall be deemed to have been properly given if served in person or if sent by Onited States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

Attn.: Loan Servicing AVONDALE FEDERAL SAVINGS BANK 800 Roosevelt Road, Building E, Suite 300 Glen Ellyn, IL 60137

or to such other address as Existing Mortgagee may from time to time designate by written notice to Owner and New Mortgagee given as herein required.

7. This Agreement shall inure to the benefit of and by binding on the parties hereto and their respective successors and assigns.

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STATE OF ILLINOIS)) SS .		
COUNTY OF)		
I the undersigned, a Notary Pur CERTIFY, that Edward A Silly person whose name subscribed and acknowledged that free and voluntary act, for the up of the right of homestead.	erstorf, Rose M Silbe to the foregoing instru- signed, sealed and	rstorf personally known to ument, appeared before me delivered the same instru	o me to be the same e this day in person ment as
Giver under my hand a	nd official seal, this _	day of	·
Commission Expires	<u> </u>		
*	C	Notary Publ	ic
STATE OF HLINOIS UTAN COUNTY OF SAIT LAKE) SS.	40.	
I the undersigned, a Notary Pul CERTIFY, that 10 VIII known to me to be the 15 Freedom Mortgage, and 50 known to me to be the 16 personally known to me to be instrument, appeared before m 10 VIII 2000 1 VIII and 50 MM 10 MM signed and delivered the said in affixed thereto, pursuant to auth free and voluntary act, and as the	LOCAL LANCE OF THE LOCAL LICE OF THE SAME PERSONS WE can be persons where the same persons where the same persons where the same person with the same pers	MISIANT SEATONS CONTROL SEATONS CONTROL SEATON SEAT	personally of personally d corporation and it to the foregoing adject that as such they it corporation to be orporation, as their
Given under my hand a	nd official seal, this	13th day of July	12
Commission expires: 10/2	198	Manay Mil	hyy ry Public



NOTARY PUBLIC
NANCY PHILLIPS
1335 East 10800 South
Sand J. Utah 84092
My Commission Expires
October 5, 1988
STATE OF UTAH

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STATE OF ILLINOIS)	
)	SS
COUNTY OF)	

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Scott Burris personally known to me to be the Vice President of Avondale Federal Savings Bank, a federally chartered stock savings bank, and Martha L. Meyers personally known to me to be the Assistant Vice President of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Vice President, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and columnary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official enl,	this 31 day of MAY	
1996.		
Commission expires: 4-11-2000	Sharin Horn	
•	Sharu How	
•	Notary Public	

OFFICIAL SEAL
SHARICUS HORNE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-11-9000

This instrument prepared by:
Avondale Federal Savings Bank
800 Roosevelt Road
Building E, Suite 300
Glen Ellyn, IL 60137
(708) 942-5600

Mail to:
Attn.: Loan Servicing
Avondale Federal Savings Bank
800 Roosevelt Road
Building E, Suite 300
Glen Ellyn, IL 60137

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3. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Mortgagee, New Mortgagee, and Owner have respectively executed this Agreement as of the day and year first above written.

EXISTING MORTGAGEE:

NEW MORTGAGEE:

AVONDALE FEDERAL SAVINGS BANK

Freedom Morteage

Scott Hurris Vice President

EXECUTIVE VICE PRESIDENT

(Name)

(Title)

Attest: Nath Assistant VP

EXECUTIVE VICE PRESIDENT

(Name)

(Title)

-16/4'S OFFICE

OWNED.

Edward A Silberstorf

Rose M Silberstorf

Property Address:

11646 Joalyce Drive, Alsip, IL 60658

Property Index Number: 24-22-300-03/

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7/3/1996

Fidelity National Title Insurance Company of New York - SCHEDULE A CONTINUED -

WTG File No. : HC96CO-1156 Effective Date: April 22, 1996

LEGAL DESCRIPTION

LOT 276 IN HOME CRAFT SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 AND THAT PART LYING EAST OF THE CALUMET FREDER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, SHIP 37 NC. TT, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK NUMBER:

OF COOK COUNTY CLOTHES OFFICE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 24-22-300-031

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