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Cook County Recorder 23.50

MORTGAGE SUBORDINATION AGREEMENT

By Corporation or Partnership

Existing
Account Number: 30200151123960001

Date: November 19, 1998

Legal Description:

Lot 13 and the North 15 Feet of Lot 14 in Block 1 in Gray Estate to Grayland being a subdivision of that part of the Southwest 1/4 of the Northwest 1/4 Section 22, Township 40 North, Range 13, East of the Third Principal Meridian lying North of the Milwaukee Avenue and West of the East 617.07 feet (Except portion marked not included), in Cook County, Illinois.

P.I.N. #13-32-215-011

Property Address: 3729 N Kildare, Chicago, IL 61641

This Agreement is made this 19th day of November, 1998, by and between U.S.-Bank-National-Association ND as successor in interest to First Bank of South Dakota, National Association ("Bank") and Sunbelt National Mortgage ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated June 12, 1995, granted by Matthew Claybour and Renee Mariotti Claybour, his wife ("Borrower"), and recorded in the office of the County Recorder, Cook County, Illinois on July 21, 1995, as Volume _____, Page _____, and as Document No. 95-176379, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated _____, 19____, granted by the Borrower, and recorded in the same office on _____, 19____, as _____, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$ 183,000.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

Bank Name: U.S. Bank National Association ND as successor in interest to First Bank of South Dakota, National Association

Pamela K. Lentz

By: Pamela K. Lentz
Title: Operations Officer

STATE OF North Dakota
COUNTY OF Cass

The foregoing instrument was acknowledged before me this 19th day of November, 1998, by (name) Pamela K. Lentz, the (title)Operations Officer of (bank name) U.S. Bank National Association ND as successor in interest to First Bank of South Dakota, National Association a national banking association, on behalf of the association.

SHERRY A. BARNES
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires MARCH 20, 2004

Sherry A Barnes
Notary Public

This instrument was drafted by: Lien Perfection, P.O. Box 2687, Fargo ND 58102
Della Kautz (701)461-3526

UNIT #

S1544841

INTERCOUNTY TITLE

