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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. BROWN  
RECORDER

Prepared by:  
Richard J. FURST  
MB Financial Bank N.A.  
2965 N. Milwaukee Ave.  
Chicago, IL, 60618

SUBORDINATION AGREEMENT

APN: 16-27-0076-0008

Agreement made this 07<sup>th</sup> day of JUNE, 2004, by and among MB Financial Bank N.A., as successor in interest to South Holland Trust & Savings Bank ("Existing Mortgagee"), LESLIE J. & THEODORE STROM (collectively "Owners"), WELLS FARGO HOME MORTGAGE ("New Mortgagee").

Document is  
NOT OFFICIAL!

WITNESSETH:

This Document is the property of  
the Lake County Recorder.

WHEREAS, the Owner owns the entire fee title to certain real property and improvements thereon known as, 3211 GARFIELD AVE., 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 MAY 12, 2001 and recorded on 19th day of JUNE, 2001, as Document Number 2001-047644 in the office of the LAKE County Recorder of Deeds (the "Trust Deed"); and \$ 162,582.21

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 & FIFTEEN THOUSAND TWO HUNDRED dollars (~~\$115,200.00~~) 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 Dated 6/30/2003 instr. # 2003 071377  
\* \$ 106,752.00 Recorded 7/25/03

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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1. 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 Owner further agrees that from and after the date hereof, Owner shall deliver to Existing Mortgagee 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 further 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 act 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 shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new mortgage is dated \_\_\_\_\_ and recorded on \_\_\_\_\_ in the Office of the Recorder of COOK 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 United States registered or certified mail, postage prepaid, addressed to Existing Mortgagee at:

MB Financial Bank N.A.  
Attn: ~~Loan Servicing~~  
2965 N. Milwaukee Ave  
Chicago, IL 60618



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.

8. 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:  
MB FINANCIAL BANK N.A.  
AS SUCCESSOR IN INTEREST TO  
SOUTH HOLLAND TRUST & SAVINGS BANK

NEW MORTGAGEE:  
WELLS FARGO HOME MORTGAGE

By: *Richard J. Furst*  
RICHARD J. FURST, Vice President

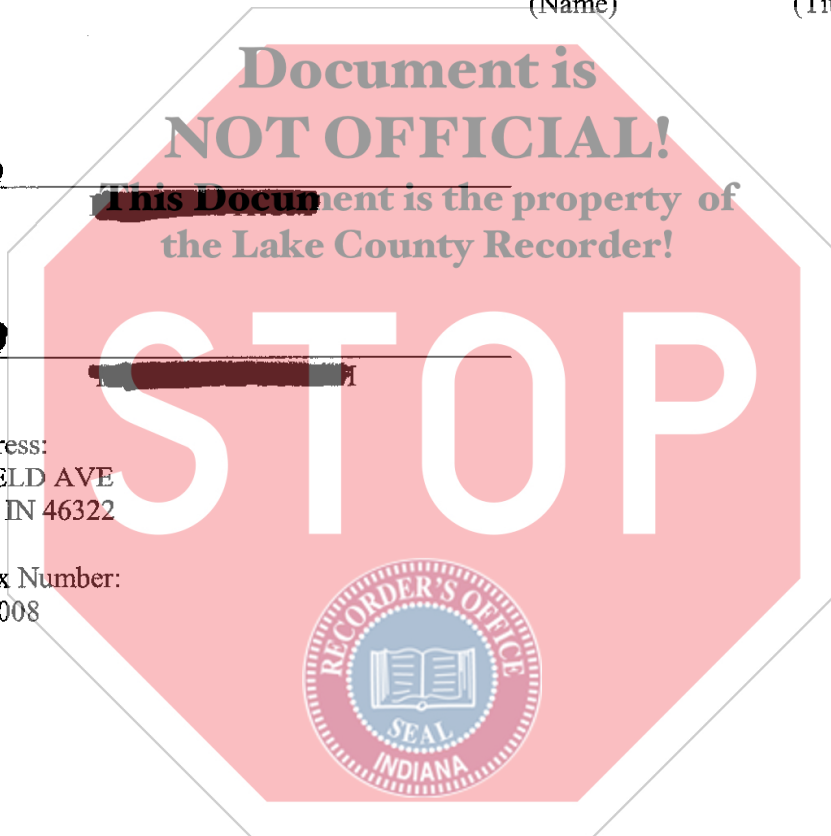
By: \_\_\_\_\_  
(Name) (Title)

Attest: *Richard Simaga*  
RICHARD SIMAGA, Authorized Signer

By: \_\_\_\_\_  
(Name) (Title)

Property Address:  
3211 GARFIELD AVE  
HIGHLAND, IN 46322

Property Index Number:  
16-27-0076-0008



3

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that RICHARD J. FURST personally known to me to be the Vice President of MB Financial Bank N.A, as successor in interest to South Holland Trust & Savings Bank and RICHARD SIMAGA personally known to me to be the Authorized Signer 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 Authorized Signer, 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 voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

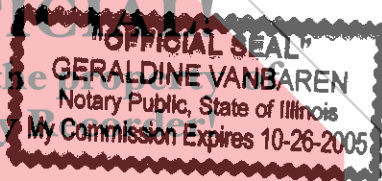
Given under my hand and official seal, this 07<sup>th</sup> day of JUNE 2004.

*Geraldine VanBaren*

GERALDINE VANBAREN, Notary Public

[SEAL]

This instrument prepared by/mailed  
MB Financial Bank N.A.  
2965 N. Milwaukee Ave  
Chicago, IL 60618



Document is  
**NOT OFFICIAL!**  
This Document is the  
the Lake County  
**STOP**



ManBankSub  
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4

**EXHIBIT A  
LEGAL DESCRIPTION**

THE FOLLOWING REAL ESTATE IN LAKE COUNTY IN THE STATE OF INDIANA, TO WIT:

THE EAST 62-1/2 FEET (SIXTY-TWO AND ONE-HALF) OF THE SOUTH 15 (FIFTEEN) FEET OF LOT 6 (SIX) AND THE EAST 62-1/2 (SIXTY-TWO AND ONE-HALF) FEET OF LOTS 7 TO 10 (SEVEN TO TEN) BOTH INCLUSIVE, ALL LYING WEST OF THE WEST LINE OF THE VACATED ALLEY ADJOINING PREMISES IN QUESTION ON THE EAST, IN BLOCK 6 (SIX) AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF GOLFMOR, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA; AS THE SAME APPEARS OF RECORD IN PLAT BOOK 21 PAGE 56 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

APN: 16-27-0076-0008



5

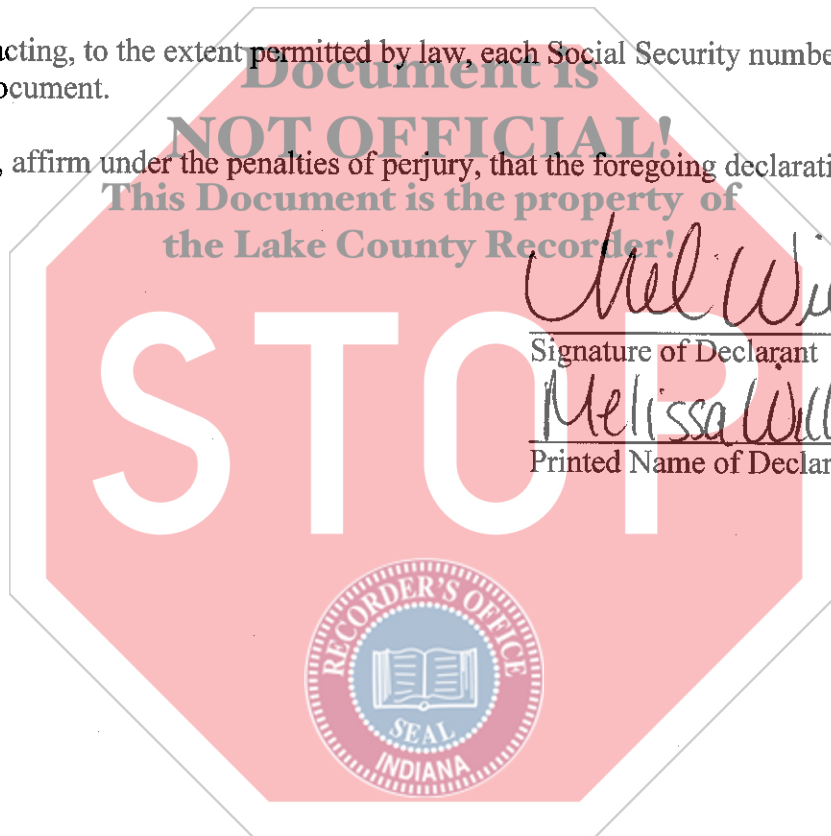
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security Number;
2. I have redacting, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



*Mel Williams*

Signature of Declarant

Melissa Williams

Printed Name of Declarant