

SUBORDINATION AGREEMENT

0927402304757

THIS AGREEMENT, made this 22nd day of October, 2003 by LaSalle Bank National Association, a national banking association, whose address is 4747 W. Irving Park Road, Chicago, IL 60641

WITNESSETH:

WHEREAS, WOLFGANG SCHERZER AND HOLLY SCHERZER, HUSBAND AND WIFE, are the owners in fee simple of the following described premises situated in CHICAGO, COOK County, State of ILLINOIS:

Land situated: PLEASE VIEW ATTACHED EXHIBIT A.

Commonly Known As: 2171 HIGHWAY 48 WILSONVILLE, AL 35186

WHEREAS, WOLFGANG SCHERZER AND HOLLY SCHERZER are the mortgagors and LaSalle Bank National Association is the mortgagee under that certain mortgage in the amount of \$35,000.00 covering said premises, which mortgage is dated JULY 15, 2003 and recorded JULY 30, 2003 in Document No. 20030730000489230 in SHELBY County, State of ALABAMA Records.

WHEREAS, ABN AMRO Mortgage Group, Inc. intends to make a certain mortgage loan to WOLFGANG SCHERZER AND HOLLY SCHERZER in the principal amount **not to exceed** \$239,350.00 to be secured by a note and mortgage dated 11-17-03 with mortgage recorded 11-24-2003 at Book _____, Page _____ or Document No. 20031124000709280 With WOLFGANG SCHERZER AND HOLLY SCHERZER as mortgagors and ABN AMRO Mortgage Group, Inc. as mortgagee, said mortgage to cover the subject premises (the "First Mortgage"), and

WHEREAS, ABN AMRO Mortgage Group, Inc. will only make the said loan to WOLFGANG SCHERZER AND HOLLY SCHERZER provided that the Consumer Loan is made wholly subordinate to the lien of the First Mortgage, and

WHEREAS, it is the intention of ABN AMRO Mortgage Group, Inc. that the First Mortgage be prior and superior to the Consumer Loan.

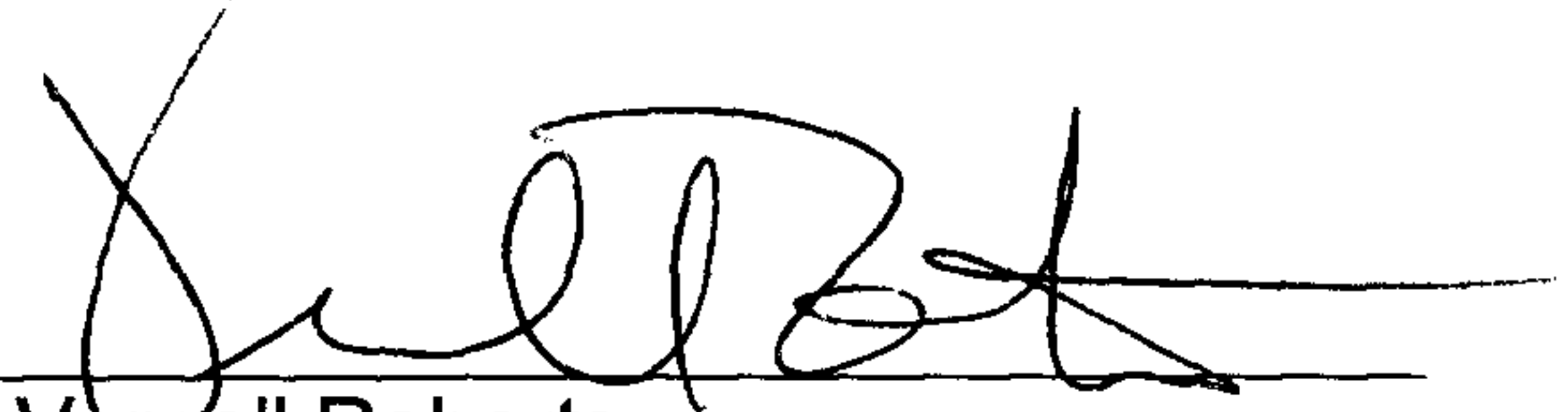
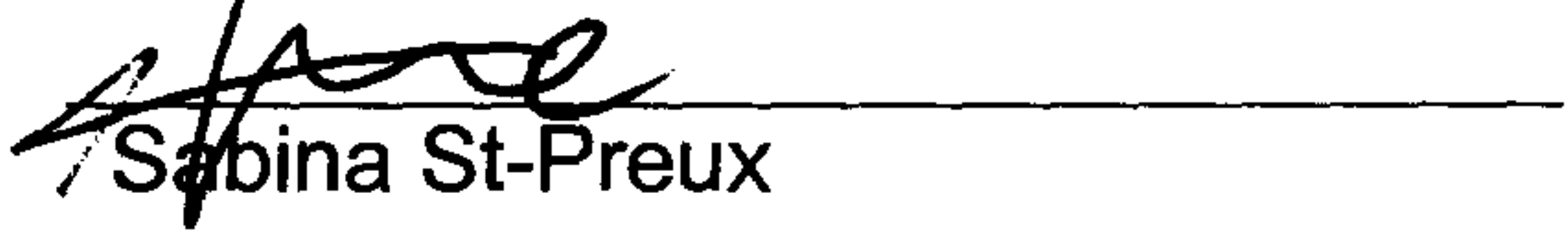
NOW, THEREFORE, in consideration of the mutual promises contained herein and for other considerations of value, the parties hereto hereby agree as follows:

1. That the Consumer Loan, or any renewal or extension thereof, shall be and the same hereby is subject and subordinate to the lien of the First Mortgage or any renewal or extension thereof.
2. This Agreement shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties hereto.

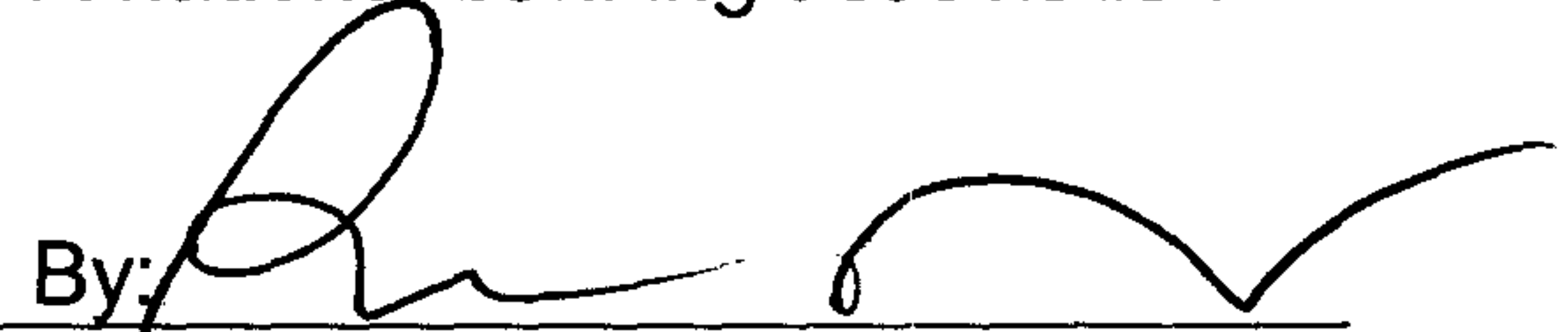
Radian Express

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

WITNESSES:


Vernell Roberts

Sabina St-Preux


LaSalle Bank National Association,
A national banking association

By: 
Steve Demarest
First Vice President
LaSalle Bank

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Steve Demarest the Vice President of LaSalle Bank National Association, and a federal savings bank, on behalf of the bank, acknowledged the foregoing instrument before me this 22nd day of October 2003

Broward County, Florida


Harold Notary Public Singh
My Commission Expires: **NOTARY PUBLIC STATE OF FLORIDA
HAROLD SINGH
MY COMMISSION EXPIRES 10/21/2008
COMMISSION # DD 159977**

DRAFTED BY:
Araceli Vasquez
LaSalle Bank National Association
1643 N. Harrison Pkwy
Bldg H
Sunrise, FL 33323,

AFTER RECORDING RETURN TO:
~~LaSalle Bank National Association
4747 W. Irving Park Road, Chicago, IL
60641~~

**Please Return To
RadianExpress.com Inc.
4433 Interpoint Blvd.
Dayton, Ohio 45424-5708
Attn: ABN AMRO
☎ 471924**

EXHIBIT A

PID : 16 7 35 0 000 014 001

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 EAST, RUN THENCE NORTH ALONG THE ACCEPTED WEST BOUNDARY OF SW 1/4 OF SW 1/4 OF SAID SECTION 35, A DISTANCE OF 1278.40 FEET TO THE ACCEPTED NORTHWEST CORNER OF SAID SW 1/4 OF SW 1/4; THENCE TURN 91 DEG. 02 MIN. 18 SEC. RIGHT AND RUN 1083.46 FEET ALONG THE ACCEPTED NORTH BOUNDARY OF SAID SW 1/4 OF SW 1/4 TO A 1/2" REBAR, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID COURSE A DISTANCE OF 251.00 FEET TO A 1/2" REBAR AT THE NORTHWEST CORNER OF THE SE 1/4 OF SW 1/4 OF SAID SECTION 35; THENCE CONTINUE ALONG SAID COURSE AND ALONG THE ACCEPTED NORTH BOUNDARY OF SAID SE 1/4 OF SW 1/4 A DISTANCE OF 520.10 FEET TO A 2' PIPE ON THE WESTERLY BOUNDARY OF ATCHINSON ROAD; THENCE TURN 107 DEG. 31 MIN. 15 SEC. RIGHT AND RUN 51.41 FEET ALONG SAID ROAD BOUNDARY AND THE FOLLOWING COURSES; 18 DEG. 04 MIN. 11 SEC. RIGHT FOR 150.41 FEET; 04 DEG. 23 MIN. 56 SEC. RIGHT FOR 173.11 FEET; 16 DEG. 02 MIN. 35 SEC. LEFT FOR 129.98 FEET; 09 DEG. 48 MIN. 21 SEC. RIGHT FOR 293.33 FEET; 10 DEG. 02 MIN. 25 SEC. LEFT FOR 196.62 FEET; 07 DEG. 52 MIN. 36 SEC. RIGHT FOR 72.27 FEET; 25 DEG. 29 MIN. 28 SEC. RIGHT FOR 93.74 FEET; 05 DEG. 43 MIN. 41 SEC. RIGHT FOR 110.72 FEET; THENCE RUN 17 DEG. 06 MIN. 24 SEC. LEFT AND RUN 322.18 FEET ALONG SAID ROAD BOUNDARY TO A 1/2" REBAR AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF ATCHINSON ROAD WITH THE NORTHERLY BOUNDARY OF SHELBY COUNTY HIGHWAY #48 (80' R.O.W.) THENCE TURN 44 DEG. 04 MIN. 51 SEC. RIGHT AND RUN 434.53 FEET ALONG THE NORTHERLY BOUNDARY SAID HIGHWAY #48 TO A 1/2" REBAR; THENCE TURN 90 DEG. 58 MIN. 48 SEC. RIGHT AND RUN 164.22 FEET TO A 1/2" REBAR; THENCE TURN 29 DEG. 06 MIN. 44 SEC. RIGHT AND RUN 1236.54 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, SITUATED IN THE S 1/2 OF SW 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

THIS PROPERTY IS OWNED BY OR VESTED IN :

WOLFGANG SCHERZER AND HOLLY S. SCHERZER, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM