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2001-12-05 15:03:27
Cook County Recorder 27.50

LORI BOLDEZAR

MEI BANK FSB
COLLATERAL DEPARTMENT
401 N EXECUTIVE DRIVE
BROOKFIELD, WI 53005

MAIL

MAIL TO:
LAKESHORE TITLE AGENCY
1301 HIGGINS RD.
ELK GROVE VILLAGE, IL 60007
01118137

W. B. A. 429 IL (6/95) 741143

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09-34-102-045-1054

4 pgs

DOCUMENT NO.

Parcel Identification No.

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to _____

NILO M. SORIANO AND KATHLEEN M. SORIANO

HUSBAND AND WIFE

_____ ("Mortgagor")
whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to PROVIDENTIAL BANCORP ("Lender") in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage or deed of trust from Mortgagor to Mortgagee dated September 14, 2001 and recorded in the Recorder's Office of COOK County, Illinois, in _____, as Document No. 0010899565 ("Mortgagee's Mortgage"). (Book, Page, Etc.)

1. Description of Property. The legal description of the Property is as follows.
SEE ATTACHED LEGAL

If checked here, the description continues or appears on reverse side or attached sheet.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagor to Lender ("Lender's Mortgage"):

(a) The following note(s):

Note #1 dated N/A in the sum of \$ N/A, plus interest, from N/A (Name of Maker) to Lender.

Note #2 dated N/A in the sum of \$ N/A, plus interest, from N/A (Name of Maker) to Lender.

and any renewals, extensions or modifications thereof, but not increases in principal amount.

(b) The sum of \$ 140,500.00, plus interest.

(c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

ADDITIONAL PROVISIONS

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4. Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. Protective Advances. If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagor with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. Successors and Assigns. This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

Signed and Sealed November 21, 2001

M&I BANK FSB (SEAL)

CORPORATION

(Type of Organization)

BY: Janet Wentlandt (SEAL)

JANET WENTLANDT BANK OFFICER

BY: Susan Nuernberg (SEAL)

SUSAN NUERNBERG BANK OFFICER

(SEAL)

(SEAL)

ACKNOWLEDGMENT

STATE OF ILLINOIS

County of } ss.

The foregoing instrument was acknowledged before me on 11-21-01

by JANET WENTLANDT AND SUSAN NUERNBERG

as BANK OFFICER AND BANK OFFICER

of M&I BANK FSB a CORPORATION

* Michelle A. Metzger

Notary Public, Illinois My Commission (Expires) (Is) 1-12-03

*Type or print name signed above

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ADDENDUM TO SUBORDINATION

"MORTGAGOR"

NILO M. SORIANO AND KATHLEEN M. SORIANO
HUSBAND AND WIFE

"LENDER"

PROVIDENTIAL BANCORP

"PARCEL IDENTIFIER NO."

09-34-102-045-1054 & 09-34-102-045-1499

THIS ADDENDUM IS TO A SUBORDINATION DATED: 11/21/2001

DESCRIPTION OF PROPERTY CONTINUED:

Property of Cook County Clerk's Office

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The land referred to in this Commitment is described as follows:

UNIT NUMBER 2/3"D", AND GARAGE UNIT NUMBER 2/"2"-21 IN BRISTOL COURT CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREIN REFERRED TO AS PARCEL):

PARCEL 1: ALL OF LOT "A" IN SELLERGREN'S BRISTOL COURT, A SUBDIVISION OF PARTS OF LOT 8 AND 10 IN THE OWNER'S PARTITION OF LOTS 30, 31, 32 AND 33 IN THE COUNTY CLERK'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1966 AS DOCUMENT NUMBER 19852990, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL OF FIRST ADDITION TO SELLERGREN'S BRISTOL COURT, A SUBDIVISION OF LOT 5 (INCLUDING THAT PART THEREOF FALLING IN LOT 1 OF DECANINI RESUBDIVISION AS RECORDED ON NOVEMBER 7, 1963 AS DOCUMENT NUMBER 18964943) AND LOT 7, EXCEPT THE WEST 327.60 FEET THEREOF, IN OWNERS PARTITION OF LOTS 30, 31, 32 AND 33 OF COUNTY CLERK'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 22699774, AND AS AMENDED BY DOCUMENT NUMBER 24394152, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office