

(#02-15713 CM 4c/4)

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

consideration of Lender's granting any extension of credit or other financial accommodation to Donald R Lindahl and Susan M Lindahl ("Mortgagor", whether one or more), to Mortgagor and another, or to another guaranteed or endorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to M&I Marshall and Ilsley Bank ("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 from Mortgagor to Mortgagee dated June 25, 1998, and recorded in the office of the Register of Deeds of Cook County, Wisconsin, on July 10, 1998 as Document No. 98597476.

(Reel) \_\_\_\_\_ (Records) (image) \_\_\_\_\_ ("Mortgagee's Mortgage")  
in (Vol) \_\_\_\_\_ of (Mtg) on (page) \_\_\_\_\_

Name and Return Address  
**M&I Mortgage Corp.**  
**ATTN: Final Documentation Dept.**  
**P.O. Box 478**  
**Milwaukee, WI 53201-0478**

22-35-304-003  
Parcel Identifier Number

1. Description of Property. The legal description of the Property is as follows:

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 November 4, 2002, in the sum of \$ 183,000.00, plus interest, from Donald R Lindahl and Susan M Lindahl (Name and Maker) to Lender.  
Note #2 dated \_\_\_\_\_, in the sum of \$ \_\_\_\_\_, plus interest, from \_\_\_\_\_ (Name and Maker) to Lender.

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

(b) The sum of \_\_\_\_\_, plus interest.

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

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed November 4, 2002 (Date)

M&I Mortgage Corp., as agent for M&I Marshall and Ilsley Bank (Type of Organization)

By: Lorann J. Ten Haken (SEAL)  
Asst Vice President (Title)

\*  
By: \_\_\_\_\_ (SEAL)  
(Title)

**AUTHENTICATION**

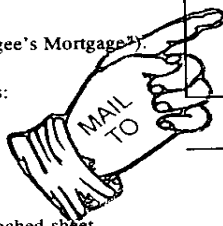
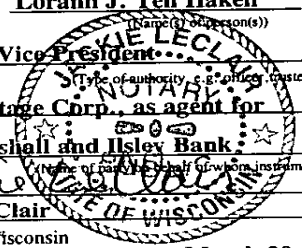
Signatures of \_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_

Title: Member State Bar or Wisconsin or authorized under Sec. 706.06, Wis. Stats. None to:  
This instrument was drafted by Peggy A. Metevia, Vice President  
WBASUB.FRM (8/96) MIMC ✓ W.B.A. 429 (3/23/98)  
Wisconsin Bankers Association 1995

**OR ACKNOWLEDGMENT**

STATE OF WISCONSIN } ss  
County of Ozaukee  
This instrument was acknowledged before me on November 4, 2002, by Lorann J. Ten Haken

as Asst Vice President (Name of Person(s))  
M&I Mortgage Corp., as agent for (Type of authority, e.g., officer, trustee, etc., if any)  
of M&I Marshall and Ilsley Bank (Name of Bank or other entity of whom instrument was executed, if any)  
Jackie LeClair  
Notary Public, Wisconsin  
My Commission Expires March 30, 2003



*[Handwritten signature]*

Lawyers Title Insurance Corporation

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

**Legal Description:**

Lot 3 in Block 3 in Fox Chase Estates, being a Subdivision of part of the South Meridian, according to the plat recorded in the Recorder's Office of Cook County, Illinois on June 23, 1976, as Document Number 23531686.

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 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 Mortgagee fails to perform any of Mortgagee'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 Mortgagee 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 to benefit any other person or entity.

0021360650

ADDITIONAL PROVISIONS

# UNOFFICIAL COPY

001360650

Property Address: 13333 W. RED COAT LN.  
WESTMONT, IL 60439

PIN #: 22-35-304-003

Lot 3 in Block 3 in Fox Chase Estates, being a Subdivision of part of the South West 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on June 23, 1976, as Document Number 23531686.

Property of Cook County Clerk's Office

CASE NUMBER 02-15713