2003-03-10 09:54:52

Cook County Recorder

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT



800694 m/ct2



In consideration of Lender's granting any extension of credit or financial accommodation to Mortgagor, to Mortgagor and another, c. to mother guaranteed or endorsed by Mortgagor, and other good and valuable consideration, the receipt of which is hereby acknowledged, CAMBRIDGE BANK ("Mortgagee") hereby subordinates to American National Bank of DeKalb County, its Successors and/or Assigns. ("Lender") in the manner and to the extent described in section 2 the interests, rights and t_i le in the real estate described in section 1 together with all privileges, hereditaments, easements, and appurtenances, all reats, leases, issues, and profits, all 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") granted Mortgagee by a mortgage from Linux E. Murton and wife, Carina Y. Murton, as tenants by the entirety, ("Mortgagor", whether one or more) to Mortgagee da'ed May 24, 2002, and recorded in the office of the Register of Deeds of Cook County, Illinois on June 14, 2002 as Decument Number 0020666847.

1. DESCRIPTION OF THE PROPERTY

- (a) Unless specifically described in (b) of iov, the description of the Property is the same as the description of the property contained in the mortgage from Mortgage to Mortgagee described above, which description is incorporated in the Agreement by reference with the same force and effect as if repeated at length in this Agreement.
 - (b) The Property is specifically described as follows:

LOT 61 IN KREISMAN'S BROOKSIDE SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Perm. Index No.: 03-17-215-023-0000

Common Address: 2624 N. Stuart Drive, Arlington Heights, IL 60004

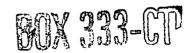
2. SUBORDINATION LIMITED

Mortgagee's right, title and interest in the Property as against any person other that Lender is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, Mortgagee agrees

- (a) Superior Obligations. The priorities granted Lender by this Agreement are limited to 2.1d shall not exceed the obligations checked below, provided the same are in fact secured by a mortgage on the Property from Mortgagor to Lender ("Obligations"):
 - X_{1} The following Note

Promissory Note dated ______, in an amount not to exceed \$269,500.00 from Arthur E. Murton and wife, Carina Y. Murton, as tenants by the entirety, to lender, and any renewals, extensions or modifications thereof, but not increases thereof.

- (b) Priority. Mortgagee agrees that the lien of the mortgage securing the Obligations shall be prior to the lien of the mortgage from Mortgagor to Mortgagee described above to the extent and with effect described in subsection (c).
- (c). Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of it mortgage, all awards and payments made as a result of the right of eminent domain against the Property, or any part, all rents, income or profits, 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 proceeds occurring as a result of foreclosure against the Property by auction or advertisement, including a deed given in lieu of foreclosure, shall, as between Mortgagee and Lender, be paid distributed or otherwise



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dealt with in the matter and to the extent required by the terms and conditions of the mortgage securing the Obligations ("Payments"), notwithstanding terms and conditions to the contrary contained in the mortgage from Mortgagor to Mortgagee described above, 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 of Lender's mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, endorsed 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 us though this Agreement did not exist.

(d) Protective Advances. If Mortgagor fails to perform any of Mortgagor's duties set forth in the mortgage between Mortgagor and Mortgagee described above or in the mortgage securing the Obligations, and if Mortgagee or Lender perform such duties or cause them to be performed, including paying any amount so required ("Protective Advance"), said Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee and secured by the mortgage between Mortgagee and Mortgagor described above, given the priority accorded Protective Advances as though this Agreement did not exist.

This Agreement benefits Lender, its heirs, personal representatives, 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 a	and Sealed this 2 day of December 2002.	
Ву:	Wicki Olenski, Loan Operations Officer	BRIDGE BANK By: Ous twee Medle Constance M. Zak, Consumer Loan Officer
State of Illinois) SS:	Consumor IVI. Bur, Consumor Boar Criteri
County of Lake) /	
Personally came	before me, this 30th day of December, 200	2, the above named Winkin Olenski she Loss Operations
Officer and Cons	tance M. Zak, the Consumer Loan Officer	of Cambridge Bank, to nic knid vi Ad be Had bersons who
	going instrument and acknowledged the same	
	My-Commission Expires 10-29-05	Cyllinin-
Arthur E. Murtor	l	Carinal Y. Murton
State of Illinois)	0,
County of <u>Lake</u>) SS: Personally came before me, this <u>35</u> day of <u>Acc.</u> , 2002, the above named Arthur E. Murton and Carina Y. Murton,		
husband and wife, to me known to be the persons who executed the foregoing instrument and acknowled ted the same		
	My Commission Expires	"OFFICIAL SEAL" DONNA J. ZUKOWSKI Notary Public, State of Illinois My Commission Expires 05/01/06

PREPARED BY: Cambridge Bank, 1100 South Rand Road, Lake Zurich, IL 60047