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ESTATE MORTGAGE SUBORDINATION AGREEMENT

ACCOUNT # 4746584837002330 consideration Lender's granting extension of credit or financial accommodation Mortgagor, to Mortgagor and another, or another guaranteed endorsed by Mortgagor, good and other valuable consideration, the receipt of which is hereby acknowledged. Associated Bank as Successor Pirst to Financial Bar.k ("Mortgagee") herepy _ to subordinates ASSOCIATED BANK

("Lender")it's



Doc#: 0334301245 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 12/09/2003 11:19 AM Pg: 1 of 3

RETURN TO: ATTN: RECORDS DEPT ASSOCIATED LOAN SERVICES 1305 MAIN STREET STEVENS POINT WI 54481

23181670 (F) 8181061

successors and/or assigns in the manner and to the extent described in Section 2 the interests, rights and title in the real estate described in Section 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, 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 ROBERT E. WILLIAMS AND JUD A. CONTORNO ("Mortgagor", whether one or more) to Mortgagee dated JANUARY 25, 2002 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on MARCH 11, 2002 as Document No. 3620273789, and any future advances thereafter.

- 1. DESCRIPTION OF THE PROPERTY. (a) Unless specifically described in (b) below, the description of the Property is the same as the description of property contained in the mortgage from Mortgagor to Mortgagee described above, which description is incorporated in this Agreement by reference with the same force and effect as if repeated at length in this Agreement.
- (b) The Property is specifically described on the attached sheet(s). Tax Key #06-27-308-003-0000.
- 2. SUBORDINATION LIMITED. Mortgagee's right, title and interest in the Property as against any person other than 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 and shall not exceed the obligations listed below, provided the same are in fact secured by a mortgage on the Property from Mortgagor to Lender ("Obligations"):

(1) The following Note(s):

Note #1 dated ___ 20_{-} , to a maximum loan amount of \$407,148.00 plus interest, from ROBERT E. WILLIAMS AND JUD A. CONTORNO to Lender. Note #2 dated

____, 19__, in the Sum of to Lender and any renewals, interest, from modifications thereof, but not increases thereof.

(2) The sum of \$____ , plus interest.

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

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Mortgagee agrees that the lien of the mortgage securing the (b) Priority. Obligations shall be prior to the lien of the mortgage from Mortgagor to Mortgagee described above to the extent and with the effect described in Subsection (c).

(c) Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of its mortgage, all 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, 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 action or advertisement, including a deed given in lieu of foreclosure, 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 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 Paytents 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, endorsed or assigned, if necessary, o 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.

(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 Mortgage 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, and successors and assigns, and is now intended to benefit any other person or entity.

Signed and Sealed this 24 day of OCTOBER, 2003

ASSOCIATED BANK

SERVICES

 $h\mapsto q_{i+1}(q_i)_{i\neq 1}$

NOTARY PUBLIC STATE OF WISCONSIN GERIL MANCL

This instrument was drafted by PATRICE SAEGER ASSOCIATED CONTRACT SERVICING TECHNICIAN ACKNOWLEDGEMENT STATE OF WISCONSIN

SS.

Portage County

instrument was acknowledged before me OCTOBER 24, 2003

SANDRA J. GREGG SUPERVISOR OF CONTRACT SERVICES AND AUTHORIZED AGENT OF ASSOCIATED BANK

Notary Public Portage County, My Commission (Expires) (is) 10/15/2006.

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LOT 54 IN THE WOODS OF OAK HILLS UNIT 2 BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD O. (IDIAN, 76390 IN)

OR COOK COUNTY CLOTH'S OFFICE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1989 AS DOCUMENT 89176390 IN COOK COUNTY, ILLINOIS.