UNOFFICIAL COPY

MORTGAGE ESTATE SUBORDINATION AGREEMENT

ACCOUNT # 4746584843004833 In consideration Lender's granting any extension of credit or financial other accommodation Mortgagor, to Mortgagor another, or another guaranteed endorsed by Mortgagor, and other good and valuable consideration, the receipt of which is hereby acknowledged. Associated Bank Lereby ("Mortgagee") subordinates ASSOCIATED BANK and ics



Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 02/27/2004 12:15 PM Pg: 1 of 3

Collinson Brown Guaranty, inc.

= 20040U53

and/oc successors assigns ("Lender") 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 EDWARD T SWAN AND MAY R GOLDBERG N/K/A MAY G SWAN, HUSBAND AND WIFE ("Mortgagor", whether one or more) to Mortgagee dated SEPTEMBER 5, 2000 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on SEPTEMBER 29, 2000 as Document No. 00763501, AND ANY OTHER FUTURE ADVANCES THEREAFTER, .

- (a) Unless specifically described in (b) 1. DESCRIPTION OF THE PROPERTY. 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 #05-27-407-006.
- Mortgagee's right, title and interest in the 2. SUBORDINATION LIMITED. Property as against any person other than Lender is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, Mortgagee
- (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, 02/23/2004 up to a maximum loan amount of \$1,599,800.00 plus interest, from EDWARD T SWAN AND MARY G SWAN to Lender.

to Lender and any renewals, extensions or Note #2 dated _____ modifications the reof, but not increases thereof.

- ____, plus interest.
- (2) The sum of \$ ______, plus interest.
 (3) All present and future credit extended by Lender to Mortgagor, to Mortgagor and and Chang dileto another guaranteed or endorsed by Mortgagor.

O'Connor Title	OT& #	20040053
Services, Inc. <u>1</u> 1058 - 0003		232

UNOFFICIAL COPY
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 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 Payments are received by Mortgagee before the Obligations are paid in full of Lender's mortgage is satisfied, Mortgagee shall deliver the payments to Lerder 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 as though this Agreement did not exist.
- If Mortgagor fails to perform any of Mortgagor's (d) PROTECTIVE ADVANCES. 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 Mortgages and its heirs, personal representatives, and successors and assigns, and is not intended to benefit any other person or entity.

Signed and Sealed this 2ND day of FEBRUARY, 2004

ASSOCIATED BANK

Sandra J Gregg, Supervisor, (SEAL)

Contract Servicing

NOTARY PUBLIC STATE OF WISCONSIN TRACEY L. BROWN

This instrument was drafted by Kim Golla Associated Contract Servicing Technician ACKNOWLEDGEMENT STATE OF WISCONSIN)

Portage County) This instrument acknowledged before me FEBRUARY 2ND, 2004 Sandra J Gregg, Supervisor, Contract Servicing AND AUTHORIZED AGENT OF ASSOCIATED BANK

Tracey L Brown

Notary Public Portage County, WI. My Commission (Expires) (is) $1\overline{1}/06/05$.

0405834077 Page: 3 of 3

UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 7 IN BLOCK 6 IN MILTON H WILSON'S ADDITION TO WILMETTE, A SUBDIVISION IN SECTIONS 27 AND 26, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

INFORMATIONAL PURPOSES ONLY:

CUSTOMER: EDWARD T SWAN AND MARY G SWAN

TAX KEY NO: 05-27-407-006

2, 6-1.

RETT
'TT Tab Greenwood Aux, Wilmette IL

RETUPA 70: ATTN: records Dept.

ASSOCIATED LOAN SERVICES 1305 MAIN STREET

STEVENS POINT VI