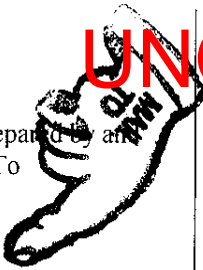


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This instrument was prepared by an attorney after recording Return To



0723418041

InvestorsBank
Attn: Commercial Dept
W239 N1700 Busse Road
Waukesha, WI 53188-1160

Doc#: 0723418041 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/22/2007 12:12 PM Pg: 1 of 2

440975 278 (au)

STEWART TITLE OF ILLINOIS

2 N. LaSalle Street
Suite 625
Chicago, IL 60602
312-849-4757

20-10-116-025-0000

Parcel Identifier No.

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to 4942 S. Calumet, LLC

("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 InvestorsBank ("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 January 28, 2005, and recorded in the office of the Register of Deeds of Cook County, Illinois, on February 14, 2005, as Document No. 050453319, in (VOLUME, PAGE, ETC.) ("Mortgagee's Mortgage").

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

South 1/2 of Lot 3 and all of Lots 4, 5 and 6 in Block 2 in Hardin's Subdivision of the East 1/2 of the South 1/2 of the North 1/2 of the South 1/2 of the Northwest 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian (Except from said premises the West 25 feet thereof Deed for Elevated Railway Purposes) in Cook County, Illinois.

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 January 28, 2005, in the sum of \$417,375.00, plus interest, from 4942 S. Calumet, LLC (Name of Maker) to Lender;
Note #2 dated January 28, 2005 Revolving Credit Agreement, in the sum of \$ 636,000.00, plus interest, from 4942 S. Calumet, LLC (Name of 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 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 below.

ADDITIONAL PROVISIONS

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.

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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. **Modification of Lender's Mortgage.** The Mortgagee agrees that, subject to the provisions of paragraph 2, the Lender shall have the right to modify, amend and change any and all of the terms of the Lender's Mortgage and the indebtedness secured by Lender's Mortgage without any obligation to notify, or to obtain the consent of, Mortgagee and without in any way affecting any of the rights, priorities or interests of Lender set forth in this Agreement.

7. **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.

Mortgagee agrees to the Additional Provisions listed above.

Investors Bancorp, Inc. (SEAL)

(Type of Organization)
By: Glenn A. Michaelsen (SEAL) _____ (SEAL)
Glenn A. Michaelsen, Senior Vice President
By: George Schonath (SEAL) _____ (SEAL)
George Schonath, President
By: _____ (SEAL) _____ (SEAL)
By: _____ (SEAL) _____ (SEAL)

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
County of Waukesha } ss.

This instrument was acknowledged before me on August 20, 2007
by Glenn A. Michaelsen and George Schonath
(Name(s) of person(s))
as Senior Vice President and President of Investors Bancorp, Inc.
(Type of Authority, e.g., officer, trustee, etc., if any) (Name of party or behalf of whom instrument was executed, if any)

Sarah A. Prantz
Notary Public, Wisconsin
My Commission Expires December 7, 2008

This instrument was drafted by
George Schonath

CLERK OF COOK COUNTY