

Return to:
Community Title Shiloh, LLC

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Doc#: 0726822026 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2007 09:34 AM Pg: 1 of 3

1207 Thouverot Lane, Suite 400
Shiloh, IL 62288
REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT

ACCOUNT # 4009293730200197
In consideration of
Lender's granting any
extension of credit or
other financial
accommodation to
Mortgagor, to Mortgagor
and another, or to
another guaranteed or
endorsed by Mortgagor,
and other good and
valuable consideration,
the receipt of which is
hereby acknowledged.
Associated Bank
("Mortgagee") hereby
subordinates to
FLAGSTAR BANK
("Lender") it's

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

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
CHRIS WEBER ("Mortgagor", whether one or more) to Mortgagee dated SEPTEMBER
7, 2005 and recorded in the office of the Register of Deeds of COOK County,
ILLINOIS on JANUARY 11, 2006 as Document No. 0601121088, 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
#17-09-325-009-1089 17-09-325-009-1248.

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 March 29, 2007, to a maximum loan amount of \$241,500.00
plus interest, from CHRIS WEBER to Lender.

Note #2 dated September 7, 2005 in the Sum of \$79,000.00, plus
interest, from Chris Weber to Lender and any renewals, extensions or
modifications thereof, but not increases thereof.

(2) The sum of \$ N/A, 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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(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 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 or 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 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 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, and successors and assigns, and is not intended to benefit any other person or entity.

Signed and Sealed this 23 day of MARCH, 2007

ASSOCIATED BANK

 (SEAL)
SANDRA J. GREGG, SUPERVISOR, CONTRACT SERVICES

NOTARY PUBLIC
STATE OF WISCONSIN
AGNES CISEWSKI

This instrument was drafted by
AGNES M CISEWSKI
ASSOCIATED CONTRACT SERVICING TECHNICIAN

ACKNOWLEDGEMENT


STATE OF WISCONSIN

SS.

Portage County

This instrument was acknowledged before me on MARCH 23, 2007

SANDRA J. GREGG SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED BANK


AGNES CISEWSKI
Notary Public Portage County, WI. My Commission (Expires) (is) 12-02-2007.

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PARCEL 1: UNIT 917 AND P-27 IN RANDOLPH PLACE RESIDENCES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS OR PARTS OF LOTS IN BLOCK 29 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE RANDOLPH PLACE RESIDENCES CONDOMINIUM ASSOCIATION RECORDED AS DOCUMENT NUMBER 08192544; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, SUPPORT, MAINTENANCE AND ENJOYMENT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 08192543

PPN # 17-09-325-009-1089

PPN # 17-09-325-009-1248

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