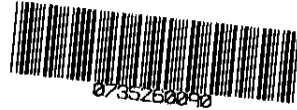


# UNOFFICIAL COPY



Doc#: 0735260090 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/18/2007 03:01 PM Pg: 1 of 3

## AFFIDAVIT FOR CERTIFICATION BY PARTY NOT ON ORIGINAL DOCUMENT

STATE OF ILLINOIS }  
Cook COUNTY } ss.

I, (print name) Jeffrey Krestik being duly sworn, state that I have  
access to the copies of the attached document(s) (state type(s) of documents) \_\_\_\_\_

Real Estate Mortgage Subordination Agreement

as executed by (name(s) of party (ies)) SunTrust Mortgage

My relationship to the document is (ex. Title Company, agent, attorney)

Title Company

I state under oath that the original document is lost, or not in possession of the party  
needing to record same. To the best of my knowledge the original document was not  
intentionally destroyed or in any manner disposed of for the purpose of introducing a  
copy thereof in place of the original.

Affiant has personal knowledge that the foregoing statements are true.

Signature

Date

Subscribed and sworn to before me this 18 day of December, 2007.

Christina M Pecoraro  
Notary Public



Real Estate Mortgage Subordination Agreement

UNOFFICIAL COPY

In consideration of Lender granting any extension of credit or other financial accommodation to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt of which is hereby acknowledged, SUNTRUST MORTGAGE ("Mortgagee") hereby subordinates to MORTGAGE NETWORK, Inc., its successors and/or 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 ANDREW J. MULLEN AND HELEN E. STRIETELMEIER ("Mortgagor", whether one or more) to Mortgagee dated JULY 17, 2006, and recorded in the office of the Register of Deeds of COOK County, IL, on AUGUST 10, 2006 as Document No. 0622243253.

1. Description of the Property
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 the Agreement by reference.

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 checked below, provided the same are in fact secured by a mortgage on the Property from Mortgagor to Lender ("Obligations"):
[ ] (1) The following notes along with any renewals, extensions or modifications but not interest: Note dated Dec 5, 2006 in the sum of \$271,000, plus interest, from ANDREW J. MULLEN AND HELEN E. STRIETELMEIER to Lender.

[ ] (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 indorsed by Mortgagor.

(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 Mortgagor 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 mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as through 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 Advances"), 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.

14-29-130-044-1004
Parcel Identification Number (PIN)

Dated this 4th day of December, 2006
SUNTRUST MORTGAGE

Jackie Miller
First Vice President

AUTHENTICATION

Signature(s)
authenticated this day of

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Mary A. Roth

(Signatures may be authenticated OR acknowledged.)

Jerry Johnson
Terry Thompson
Brian P. Duraway

ACKNOWLEDGMENT

STATE OF Virginia
City of Richmond

Personally came before me this 4th day of December, 2006 the above named Jackie Miller who is the First Vice President of SunTrust Mortgage

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Vicky H. Serapim
Notary Public, State of Virginia
My Commission is permanent. (If not, state expiration date:)

\* Names of persons signing in any capacity must be typed or printed below their signature.
Note: Only one mortgage may be described in this document.

Return to: Metropolitan Title
33 N. Dearborn, Suite 1904
Chicago, IL 60602

**UNOFFICIAL COPY***(Attached to and becoming a part of document dated: December 05, 2006)***EXHIBIT A**

Land situated in the County of Cook, State of Illinois, is described as follows:

UNIT NUMBER 107 IN METALWORKS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOTS 25 TO 30, INCLUSIVE, IN MACCLELLAND'S SUBDIVISION OF THE EAST 2.961 ACRES OF BLOCK 2 IN WILLIAMS LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: LOTS 1 AND 2 IN MCCLELLAND'S SUBDIVISION AFORESAID, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89113221 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Tax Parcel Number(s): 14-29-130-044-1004 Vol. 0487

Property of Cook County Clerk's Office