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REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

ACCOUNT # 4009293540200411 consideration granting extension of credit or other financial accommodation Mortgagor, to Mortgagor another, or another guaranteed endorsed by Mortgagor, other good valuable consideration, the receipt of which is acknowledged. Associated Bank nereby ("Mortgagee") subordinates Fo ASSOCIATED BANK

("Lender")it's
successors and/or
assigns in the manner

P21883159

Doc#: 0801633159 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 01/16/2008 02:44 PM Pg: 1 of 3

RETURN TO:
attn: records dept
associated loan services
1305 MAIN STREET
STEVENS POINT WI 54481
Connor Tille
Guaranty, Inc.

8016-0065

FA-571035

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 apportenances, 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") cranted Mortgagee by a mortgage from EDWARD J QUIGLEY AND HEATHER E ANHALT ("Mortgagor", whether one or more) to Mortgagee dated AUGUST 27, 2007 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on OCTOPER 12, 2007 as Document No. 0728540053, 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 co 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 #09-36-108-009.
- 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 <u>January I()</u>, 20<u>08</u>, to a maximum loan amount of \$349,000.00 plus interest, from EDWARD J QUIGLEY AND HEATHER E ANHALT to Lender.

Note #2 dated ______, 19__, in the Sum of ______, plus interest, from _____ to Lender and any renewals, extensions or 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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(b) Priority. Mortgage agrees that the lies 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. It 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 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 10 day of JANUARY, 2008

ASSOCIATED BANK

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 instruct was acknowledged before me on JANUARY 10, 2008
SANDRA J. GREGG SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED BANK

AGNES CISEWSKI

Notary Public Portage County, WI. My Commission (Expires) (is) 09-25-2011.

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LEGAL DESCRIPTION

LOT 22 AND THE NORTHWESTERLY HALF OF LOT 21 IN BLOCK 7 IN EDISON PARK, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

09-36-108-009

108-00)

Proposition of Country Clark's Office