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Cook County Recorder 43.50

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to DANIEL STAN AND ELIZABETH STAN

whether one or more), to Mortgagee and another, or to another guaranteed or indorsed by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to

FLEET MORTGAGE ("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 Mortgagee to Mortgagee dated

JUNE 24 19 96 and recorded in the office of the Register of Deeds of

COOK County, ILLINOIS on JULY 12 196

as Document No. 96533769

(Reel) (Records) (image) of (Mtg's) on (page) ("Mortgagee's Mortgage").

Return To:
Bank One, Kentucky, NA
KY1-4444/P.O. BOX 37264
Louisville, KY 40232-7264



Tax Key # 13-09-116-038-880

1. Description of Property. The legal description of the Property is as follows:
BEING LOT 27 (EXCEPT SOUTHWESTERLY 10 FEET THEREOF) AND THE SOUTHWESTERLY 15 FEET OF LOT TWENTY EIGHT (28) IN BLOCK ONE (1) IN A. G. WINSTON'S JEFFERSON PARK AND FOREST GLEN PLAN OF LOTS AS SET FORTH IN DOCUMENT 92444954 RECORDED 6/18/92, IN COOK COUNTY ILLINOIS.

PROPERTY ADDRESS 3208 N. LIEB AVE, CHICAGO, IL 60830

O'Connor Title Services, Inc.

60617669



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 Mortgagee to Lender ("Lender's Mortgage"):

- (a) The following note(s):
Note #1 dated 19 in the sum of \$ plus interest.
from (Name of Maker) to Lender.
Note #2 dated 19 in the sum of \$ plus interest.
from (Name of Maker) to Lender.

- (b) The sum of \$75,000.00 plus interest
- (c) All present and future credit extended by Lender to Mortgagee, to Mortgagee and another, or to another guaranteed or indorsed by Mortgagee.

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 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed AUGUST 31, 1998 (Date)

BANK ONE, CHICAGO N/K/A BANK ONE, ILLINOIS (SEAL)

By: [Signature] (SEAL)
VICE PRESIDENT (Title)

*ERIC J. SHARER

By: [Signature] (SEAL)
VICE PRESIDENT (Title)

*VICKI L. FULLER

AUTHENTICATION OR ACKNOWLEDGEMENT
Signatures of
STATE OF WISCONSIN
County of MILWAUKEE
This instrument was acknowledged before me on AUGUST 31 19 98 by ERIC J. SHARER and VICKI L. FULLER (Name(s) of person(s))

Title: Member State Bar of Wisconsin or authorized under Sec. 706.06, Wis. Stats.

This instrument was drafted by DAVID T. HORSCHAK

as VICE PRESIDENT and VICE PRESIDENT of BANK ONE, CHICAGO N/K/A BANK ONE, ILLINOIS
* STACEY C. MORRIS
Notary Public, MILWAUKEE County, Wis.
My Commission Expires (Is) JULY 1, 2001

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ADDITIONAL PROVISIONS

4. **Division of Proceeds.** To the extent Mortgagee is entitled to mon 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.

5. **Protective Advances.** If Mortgagor fails to perform any of Mortgagor'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. **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.

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