

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE  
SUBORDINATION AGREEMENT



0907526096

ACCOUNT # 4009293020202200

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 WINTRUST MORTGAGE ISAOA ("Lender") its 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 KIMBERLY A EWMETT ("Mortgagor", whether one or more) to Mortgagee dated APRIL 1, 2008 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on APRIL 24, 2008 as Document No. 0811505023, 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 #17-21-211-170-0000.

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 3-4, 2009, to a maximum loan amount of \$413,000.00 plus interest, from KIMBERLY A EWMETT to Lender.

Note #2 dated \_\_\_\_\_, 20\_\_, 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.

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

Box 441 2/2

C.F.3

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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 14TH day of JANUARY, 2009  
ASSOCIATED BANK

Sandra J. Gregg (SEAL)  
SANDRA J. GREGG, SUPERVISOR, CONTRACT  
SERVICING

ACKNOWLEDGEMENT  
STATE OF WISCONSIN  
SS.  
Portage County  
This instrument was  
acknowledged before me on  
JANUARY 14TH, 2009  
SANDRA J. GREGG SUPERVISOR OF  
CONTRACT SERVICING AS  
AUTHORIZED AGENT OF ASSOCIATED  
BANK

**NOTARY PUBLIC  
STATE OF WISCONSIN  
AGNES CISEWSKI**

This instrument was drafted by  
Carlene Houck  
ASSOCIATED CONTRACT SERVICING TECHNICIAN

Agnes Cisewski  
AGNES CISEWSKI  
Notary Public Portage County,  
WI. My Commission (Expires)  
(is) 09/25/2011.

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## PROPERTY DESCRIPTION

PARCEL 1: LOT 3, IN DEARBORN PRAIRIE TOWNHOME PHASE 2 FIRST RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 52 TO 57, IN DEARBORN PRAIRIE TOWNHOMES PHASE 2 OF PART OF BLOCK 7 IN DEARBORN PARK UNIT 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF SUBDIVISION RECORDED OCTOBER 3, 1990 AS DOCUMENT 90481681 AND BY DEED FROM VMS/MCLDEARBORN PARK II VENTURE, AN ILLINOIS JOINT VENTURE, AND BY DEED FROM DEARBORN PRAIRIE HOMES CORPORATION, AN ILLINOIS CORPORATION DATED JULY 10, 1991 AND RECORDED JULY 19, 1991 AS DOCUMENT 91361678 FOR INGRESS AND EGRESS OVER LOT 58, IN COOK COUNTY, ILLINOIS.

PIN(S): 17-21-211-170-0000

1405 SOUTH CLARK STREET, CHICAGO, IL, 60605

Property of Cook County Clerk's Office