## **UNOFFICIAL COPY**

ESTATE SUBORDINATION AGREEMENT

ACCOUNT # 4746584754001059 consideration Lender's granting Jextension of credit or financial other accommodation Mortgagor, to Mortgagor and another, guaranteed another endorsed by Mortgagor, other good valuable consideration, the receipt of which is hereby acknowledged. Associated Bank NA("Mortgagee") to subordinates

BANK FSB ("Lender") it's

and/or

successors

interest,

from

assigns in the



Doc#: 0914146061 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/21/2009 11:46 AM Pg: 1 of 3

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

extensions

the extent to described in Section 2 the interests, rights and title in the real estate together with all privileges, hereditaments, described in Section 1 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 DAVID K CALLAHAN AND TERRI ABRUZZO ("Mortgagor", whether one or more) to Mortgagee dated SEPTEMBER 27, 2004 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on NOVEMBER 12, 2004 as Document No. 0431726200, 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 #14-29-124-021-0000.
- 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 1/27, 2 `, 20**09** , to a maximum loan amount of \$530,000.00 plus interest, from DAVID K CALLAHAN AND TERRI ABRUZZO to Lender. to Lender and any renewals, Note #2 dated , plus

(2) The sum of \$ \_, plus interest.

modifications thereof, but not increases thereof.

(3) All present and future credit extended by Lender to Mortgagor, Mortgagor and another, or to another quaranteed or endorsed 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 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 Leruer 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 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 09 day of APRIL, 2009

ASSOCIATED BANK

SANDRA J. GREGG, SUPERVISØR, CONTRACT SERVICES

> MOTARY PUBLIC STATE OF WISCONSIN AGNES CISEWSKI

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

ACKNOWLEDGFMENT STATE OF WISCONSIN SS.

Portage County

This instrument was acknowledged before me on APRIL 09, 2009
SANDRA J. GREGG SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED BANK

AGNES CISEWSKI

Notary Public, STATE OF WISCONSIN. My Commission (Expires) (is) 09-25-2011.

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## LEGAL DESCRIPTION

LOT 8 IN SUBDIVISION OF BLOCK 5 IN WILLIAM LILL'S AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTH EASTERLY HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office