

589372282

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REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT

ACCOUNT # 4009293730200197

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 NA ("Mortgagee") hereby subordinates to U S BANK HOME MORTGAGE ("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 CHRISTOPHER WEBER ("Mortgagor", whether one or more) to Mortgagee dated SEPTEMBER 7, 2005 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on JANUARY 11, 2006 as Document No. 0601121088, 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 #17-09-325-009-1089 VOL 590 & 17-09-325-009-1248 VOL 590.

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 May 14, 2009, to a maximum loan amount of \$230,000.00 plus interest, from CHRISTOPHER WEBER 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.



Doc#: 0915305026 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/02/2009 09:31 AM Pg: 1 of 3

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

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101

630-889-4000

C.C. 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 14 day of MAY, 2009
ASSOCIATED BANK

 (SEAL)
SANDRA J. GREGG, SUPERVISOR, CONTRACT SERVICES

NOTARY PUBLIC
STATE OF WISCONSIN
AGNES CISEWSKI

ACKNOWLEDGEMENT
STATE OF WISCONSIN
SS.
Portage County
This instrument was
acknowledged before me on MAY
14, 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.

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

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LEGAL DESCRIPTION

Parcel 1: Unit 917 and P-27 in Randolph Place Residences Condominium as delineated on a survey of the following described real estate: Certain Lots or parts of Lots in Block 29 in Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit ?B? to the Declaration of Condominium recorded as document number 97984169, and to the amended and restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Randolph Place Residences Condominium Association recorded as document number 08192544; together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2: Easement for the benefit of Parcel 1 for ingress, egress, use, support, maintenance and enjoyment as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded as document number 08192543.

PIN: 17-04-325-009

Property of Cook County Clerk's Office