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REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

ACCOUNT # 4009293137202168 consideration Lender's granting extension of credit or other financial accommodation Mortgagor, to Mortgagor another, or another quaranteed endorsed by Mortgagor, other good and valuable consideration, the receipt of which is hereby acknowledged. Associated Bank NA("Mortgagee") hereby subordinates とつ

WINTRUST

("Lender")it's successors



Doc#: 0921935033 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/07/2009 09:43 AM Pg: 1 of 3

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

and/or 151728-RILC 2/3

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 apputtenances, 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 GREGORY M BROWNE AND CATHERINE C CONWAY ("Mortgagor", whether one or more) to Mortgagee dated JANUARY 12, 2007 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on FEBRUARY 1, 2007 as Document No. 0703215000, 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 \$14-21-307-036-0000.

- 2. SUBORDINATION LIMITED. Mortgagee's right, title and irrerest 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:
Note dated 0/00, 2009, to a maximum loan amount of \$190,000.00 plus interest, from GREGORY M BROWNE AND CATHERINE C CONWAY to Lender.

(2) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed 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

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Subsection (c). UNOFFICIAL COPY (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, 113 heirs, personal representatives, successors and assigns, and binds Morcgagee and its heirs, personal representatives, and successors and assigns, and is not intended to benefit any other person or entity.

Signed and Sealed this 02 day of JUNE, 2009 ASSOCIATED BANK

SERVICES

CONTRACT

NOTARY PUBLIC STATE OF WISCONSIN GONES CISEWSKI

This instrument was drafted by AGNES M CISEWSKI ASSOCIATED CONTRACT SERVICING TECHNICIAN ACKNOWLEDGEMENT STATE OF WISCONSIN

55.

Portage County instrument This

was acknowledged before me on JUNE

02, 2009

SANDRA J. GREGG SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED

BANK

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

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THAT PART OF LOT 14 IN BLOCK 16 IN HUNDLE'S SUBDIVISION OF LOTS 3 TO 21, AND 33 TO 37, ALL INCLUSIVE IN PINE GROVE, BEING A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 10 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; 14 THENCE WEST 45 1/3 FEET; THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT, 50.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ON SAID SOUTH LINE 40.52 FEET TO A POINT 10 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE NORTH TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN(S): 14-21-307-036-0000

HAWTI. TODORY OF COOK COUNTY CLORA'S OFFICE CKA: 587 WEST HAWTHORNE PLACE, CHICAGO, IL, 60657