

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE  
SUBORDINATION AGREEMENT



Doc#: 100608386 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/06/2010 03:41 PM Pg: 1 of 3

ACCOUNT # 3540850033

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 FIFTH THIRD MORTGAGE CO. ("Lender") its successors and/or assigns in the manner

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

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 WILLIAM E. DEAN ("Mortgagor", whether one or more) to Mortgagee dated JUNE 15, 2006 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on JULY 3, 2006 as Document No. 0618433030, MODIFIED BY DOCUMENT 0905408717, 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 #16-05-103-031-0000.

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:

Note dated \_\_\_\_\_, 20\_\_\_\_, to a maximum loan amount of \$357,600.00 plus interest, from WILLIAM E. DEAN to Lender. *Doc# 100608385*

(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

TICOR TITLE 409240009

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Subsection (c).

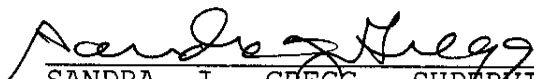
(c) Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of its mortgage, all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, 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.

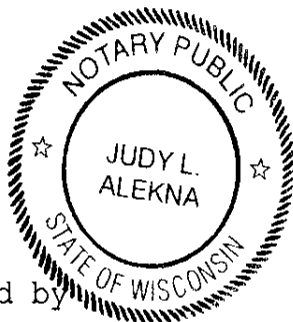
This Agreement benefits Lender, its heirs, personal representatives, successors and assigns, and binds Mortgagee and its heirs, personal representatives, and successors and assigns, and is not intended to benefit any other person or entity.

Signed and Sealed this 23 day of DECEMBER, 2009  
ASSOCIATED BANK

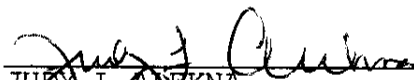
ACKNOWLEDGEMENT  
STATE OF WISCONSIN  
§§.

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

Portage County  
This instrument was acknowledged before me on DECEMBER 23, 2009 SANDRA J. GREGG SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED BANK



This instrument was drafted by  
KAROLYN SOLBERG  
ASSOCIATED CONTRACT SERVICING TECHNICIAN  
H

  
JUDY L. ALEKNA  
Notary Public, STATE OF WISCONSIN. My Commission (Expires) (is) 05-09-10.

# UNOFFICIAL COPY

**LEGAL DESCRIPTION:**

LOT 27 IN BLOCK 4 IN FAIR OAKS TERRACE BEING A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**INFORMATIONAL PURPOSES ONLY:**

**CUSTOMER:** WILLIAM E. DEAN  
**TAX KEY NO:** 16-05-103-031-0000

P/A: 130 Le Moyne Parkway  
Oak Park, IL 60302

Property of Cook County Clerk's Office