

UNOFFICIAL COPY

REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT



Doc#: 1025626031 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/13/2010 08:43 AM Pg: 1 of 3

AN: 3137202168

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 WINTRUST MORTGAGE

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

203/62

("Lender") it's 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 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. 0703215006, 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 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 Aug 24, 2010, to a maximum loan amount of \$417000 plus interest, from GREGORY M BROWNE AND CATHERINE C CONWAY to Lender.

(2) All present and future credit extended by Lender to Mortgagor, 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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P 003
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SC y
INT 0.7

BOX 441

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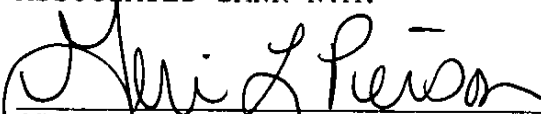
Subsection (c).

(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 12TH day of AUGUST, 2010
ASSOCIATED BANK N.A.




GERI L PIERSON, WORK DIRECTOR (SEAL)
CONTRACT SERVICING

**NOTARY PUBLIC
STATE OF WISCONSIN
AGNES CISEWSKI**

This instrument was drafted by
CARLENE HOUCK
ASSOCIATED CONTRACT SERVICING TECHNICIAN
H

ACKNOWLEDGEMENT
STATE OF WISCONSIN
SS.
Portage County
This instrument was
acknowledged before me on
AUGUST 12TH, 2010 GERI L
PIERSON WORK DIRECTOR OF
CONTRACT SERVICING AS
AUTHORIZED AGENT OF ASSOCIATED
BANK N.A.



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

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Commitment Number: 203162

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

THAT PART OF LOT 14 IN BLOCK 16 IN HUNDLEY'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

14-21-307-036-0000

CKA: 587 HAWTHORNE Place , Chicago, IL, 60657