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145482 2010
REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT



Doc#: 1026011118 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/17/2010 11:49 AM Pg: 1 of 3

AN 3844204267

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 N.A. ("Mortgagee") hereby subordinates to ASSOCIATED BANK N.A. ("Lender") it's

Prepared by [Signature]
RETURN TO:
ATTN: RECORDS DEPT
ASSOCIATED LOAN SERVICES
1305 MAIN STREET
STEVENS POINT WI 54481

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 TIMOTHY J MUELLER ("Mortgagor", whether one or more) to Mortgagee dated APRIL 8, 2009 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on MAY 15, 2009 as Document No. 0913508290, 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 #17-05-314-062-1002 VOL 581.

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 8/12/2010, to a maximum loan amount of \$377,600.00 plus interest, from TIMOTHY J MUELLER 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 Subsection (c).

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(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 09 day of AUGUST, 2010
ASSOCIATED BANK NA

ACKNOWLEDGEMENT
STATE OF WISCONSIN
SS.

Portage County
This instrument was
acknowledged before me on
AUGUST 09, 2010
SANDRA J. GREGG SUPERVISOR OF
CONTRACT SERVICING AS
AUTHORIZED AGENT OF ASSOCIATED
BANK

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

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


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

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LEGAL DESCRIPTION

PARCEL 1: UNIT NUMBER B IN THE 947-51 NORTH ASHLAND CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOTS 58 AND 59 IN BICKERDIKE'S SUBDIVISION OF THE NORTH HALF OF BLOCK 21 OF CANAL TRUSTEE'S SUBDIVISION IN THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART OF SAID LOTS 58 AND 59 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 5 AS CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED JULY 12, 1930 AND RECORDED SEPTEMBER 9, 1930 AS DOCUMENT NO. 10744023, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0809122116 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE (EXCLUSIVE) RIGHT TO THE USE OF P-2), THERE ARE ROOF RIGHTS AS TO UNITS B AND D, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0809122116.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENTS, RECORDED AS DOCUMENT NUMBER 0809122115.

PIN: 17-05-314-062-1002

Address: 947 N Ashland Ave Unit 4S
Chicago IL 60622