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ESTATE SUBORDINATION AGREEMENT

AN 3540850033

FIFTH THIRD

successors

In consideration Lender's granting any extension of credit or other financial accommodation Mortgagor, to Mortgagor and another, or to another quaranteed cr endorsed by Mortgagor, and other good and valuable consideration, the receipt of which is hereby acknowledged. Bank Associated N.A.("Mortgagee") N.A. ("Mortgagee")
hereby subordinates co

COMPANY ("Lender")it's

MORTGACE

and/or

Doc#: 1034746071 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/13/2010 12:58 PM Pg: 1 of 3

RETURN TO:

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

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 appurenances, 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 03, 2006 as Document No. 0618433030, MODIFIED BY DOC # 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:

, 20 Note dated ____, to a maximum loan amount of \$353,300.00 plus interest, from WILLIAM E DEAN 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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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 03 day of NOVEMBER, 2010

ASSOCIATED BANK NA

(SEAL) Work Director, Contract L Pierson,

Services

MOTARY PUBLIC STATE OF WISCONSIN AGNES OISEWSKI

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

SS.

Portage County

Vinstrument This was acknowledged before on NOVEMBER 03, 2010

Geri L Pierson, Mork Director SERVICING CONTRACT AUTHORIZED AGENT OF ASSOCIATED BANK

nes Ceruski

AGNES CISEWSKI

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

1034746071 Page: 3 of 3

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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.

Parcel No: 16-05-103-031-0000

Property of Cook County Clerk's Office