

# UNOFFICIAL COPY



Doc#: 1202431065 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/24/2012 03:51 PM Pg: 1 of 5

**AFFIDAVIT AS TO  
ORIGINAL DOCUMENT**

Prepared by & Mail to:  
Old Republic Title  
20 S Clark St Suite 2000  
Chicago, IL 60603

State of Illinois )  
County of Cook ) ss

#1126628 2/2/11

WITNESSETH, that the affiant, under oath and being fully advised as to the premises and circumstances, and being of sound mind and of legal age, and in reference to title to the premises, legally described as follows; to-wit:

LEGAL: SEE ATTACHED EXHIBIT "A"

PIN: 13-06-222-004-0000

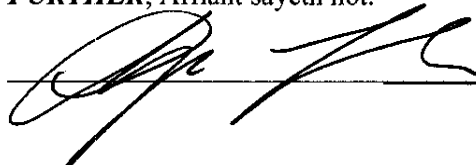
ADDRESS: 6035 North Navarre Ave. Chicago, IL 60631

Old Republic National Title  
Insurance Company  
20 S. Clark Street, Ste. 2000  
Chicago, IL 60603  
312-641-7709

hereby affirmatively states and alleges as follows:

- 1) That the subordination agreement attached hereto are true and exact copies of the original document executed by the parties.

**FURTHER**, Affiant sayeth not.

  
\_\_\_\_\_

Old Republic National Title  
Insurance Company  
20 S. Clark Street, Ste 2000  
Chicago, IL 60603  
312-641-7799

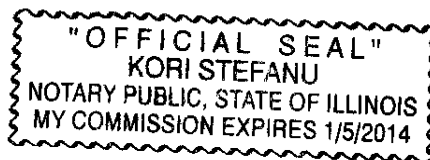


STATE OF ILLINOIS ) SS  
COUNTY OF Cook )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Agnos Zaballs PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME WAS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 22 DAY OF Dec, 20 11.

  
\_\_\_\_\_  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

THE NORTHWESTERLY 20 FEET OF LOT 21 AND THE SOUTHEASTERLY 20 FEET OF LOT 22 IN BLOCK 87 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as:  
6035 North Navarre Avenue  
Chicago, IL 60631

PIN#: 13-06-222-034-0000

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****REAL ESTATE MORTGAGE  
SUBORDINATION AGREEMENT**

ACCOUNT # 3731202929

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 BLUELEAF LENDING LLC ("Lender") its

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 DANIEL J O'GRADY AND ANN K O'GRADY, as Trustees of the Ann K O'Grady 2007 Living Trust dated October 24, 2007 ("Mortgagor", whether one or more) to Mortgagee dated OCTOBER 21, 2010 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on NOVEMBER 3, 2010 as Document No. 1030756064, 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 #13-06-222-004-0000. Property - 6035 North Navarre Ave Chicago IL 60631

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 \$382,000.00 plus interest, from DANIEL J O'GRADY AND ANN K O'GRADY, as Trustees of the Ann K O'Grady 2007 Living Trust dated October 24, 2007 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.

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

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(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).

(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.

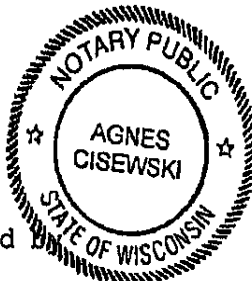
Signed and Sealed this 20 day of OCTOBER, 2011

ASSOCIATED BANK NA

*Chris Tessmann*

(SEAL)

CHRIS TESSMANN, SUPERVISOR, CONTRACT SERVICES



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

ACKNOWLEDGEMENT  
STATE OF WISCONSIN  
SS.

Portage County

This instrument was acknowledged before me on OCTOBER 20, 2011 CHRIS TESSMANN, SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED BANK

*Agnes Cisewski*

AGNES CISEWSKI  
Notary Public, STATE OF WISCONSIN. My Commission (Expires) (is) 05-24-2015.

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