Doc#. 1402747220 fee: \$52.00 20131010NOFF REAL ESTATE MORTGAGE SUBORDINATION AGREE Date: 01 27/2014 01:16 PM Pg: 1 of 3 *RHSP:\$9.00 RPRF:\$1.00 FEES Applied

ACCOUNT # 046583

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 Associated Bank acknowledged. subordinates ("Mortgagee") hereby ASSOCIATED BANK NA ("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 ("the Property") granted fixtures, if any, Mortgagee by a mortgage from GERALD J JONES AND PAMELA J JONES ("Mortgagor", whether one

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or more) to Mortgagee dated APRIL 13, 2006 and recorded in the office of the Register of Deeds of COOK Courty, ILLINOIS on MAY 12, 2006 as Document No. 0613221026, 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 #13-23-231-037.
- 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 12-25, 2013, to a maximum loan amount of \$143,000.00 plus interest, from GERALD J JONES AND PAMELA J JONES 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).

(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

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from insurance on improvements to the Property, and all proceeds occurring as a result of forecloure tainst the Moperty by active or advertisement, including a deed given in fieu of forecloure 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 benefit; 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 18TH day of DECEMBER, 2013

ASSOCIATED BANK

Tessmann

CONTRACT SERVICES

SUPERVISOR,

acknowledged before on DICEMBER 18TH, 2013 Christine Α Tessmann SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT

instrument

was

OF ASSOCIATED BANK

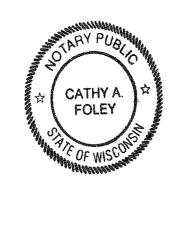
ACKNOWLEDGEMENT STATE OF WISCONSIN SS. Portage County

This

This instrument was drafted by Erica Shields ASSOCIATED CONTRACT SERVICING TECHNICIAN

Cathy A Foley Public, STATE WISCONSIN. Commission Му

(Expires) (is) 08/15/17



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LEGAL DESCRIPTION: UNOFFICIAL COPY

LOT 24 IN R.F. BICKERDIKES SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 11 AND ALL OF BLOCK 12 IN BICKERDIKES 2ND ADDITION TO IRVING PARK, BEING A SUBDIVISION OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE 1.27 ACRES IN THE SOUTHEAST CORNER THEREOF) ALL IN SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office