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REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT



Doc#: 1405910009 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/28/2014 12:42 PM Pg: 1 of 3

AN: 9420092377
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 ASSOCIATED BANK N.A. ("Lender") its successors and/or assigns in the manner

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

THE OFFICE OF
33700 LEAN INDUSTRIAL PKWY
AVON, OHIO 44011

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 THE SUSAN EILEEN BALLAUER TRUST DATED JANUARY 8, 2007 ("Mortgagor", whether one or more) to Mortgagee dated MARCH 9, 2009 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on MARCH 24, 2009 as Document No. 0908305015, 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 #24-13-104-058-0000 & 24-13-104-059-0000.

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 12/11, 2013, to a maximum loan amount of \$182600.00 plus interest, from THE SUSAN EILEEN BALLAUER TRUST DATED JANUARY 8, 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.

(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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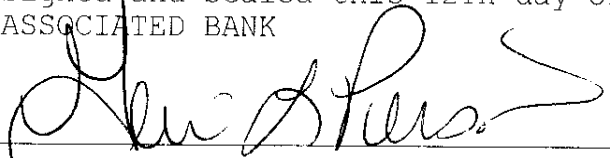
(c) Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of its mortgage, all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, 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 12TH day of DECEMBER, 2013

ASSOCIATED BANK




(SEAL)
GERI L PIERSON CONTRACT SERVICES

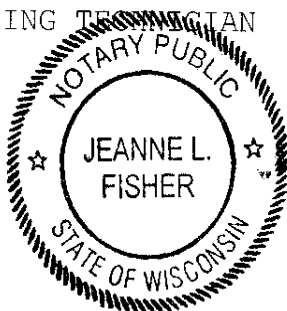
ACKNOWLEDGEMENT
STATE OF WISCONSIN
SS.
Portage County

This instrument was acknowledged before me on DECEMBER 12TH, 2013
GERI L PIERSON SUPERVISOR OF CONTRACT SERVICING AS AUTHORIZED AGENT OF ASSOCIATED BANK

This instrument was drafted by
CARLENE HOUCK
ASSOCIATED CONTRACT SERVICING TECHNOLOGIAN



JEANNE L FISHER
Notary Public, STATE OF WISCONSIN. My Commission (Expires) (is) 02/26/17.



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LEGAL DESCRIPTION
10453 S Kedzie Ave Chicago, IL 60635
Cook County

The following real property situated in Cook County, Illinois.

the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

PARCEL 1:

THAT PART OF LOTS 711 AND 712 IN FRANK DELUGACH'S KEDZIE BEVERLY HILLS SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY OF GRAND TRUNK RAILROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 711; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 711, 52.09 TO A POINT OF BEGINNING ON THE SOUTH EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE NORTH 0 DEGREES 58 MINUTES 31 SECONDS EAST, ALONG SAID CENTER LINE AND THE SOUTH AND NORTH EXTENSIONS THEREOF, 43.00 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST 20.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 27.00 FEET OF SAID LOTS 711 AND 712; THENCE DUE SOUTH, ALONG SAID WEST LINE, 43.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 711; THENCE NORTH 89 DEGREES 16 MINUTES 13 SECONDS WEST, ALONG SAID SOUTH LINE, 20.91 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 711 IN FRANK DELUGACH'S KEDZIE BEVERLY HILLS SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY OF GRAND TRUNK RAILROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 711; THENCE DUE NORTH, ALONG THE EAST LINE OF SAID LOT 711, 14.57 FEET TO A POINT OF BEGINNING ON THE EAST EXTENSION OF THE CENTER LINE OF A PARTY WALL; THENCE NORTH 89 DEGREES 58 MINUTES 6 SECONDS WEST, ALONG SAID EXTENSION AND CENTER LINE, 21.52 FEET TO A POINT ON THE WEST WALL OF A GARAGE BUILDING; THENCE SOUTH 0 DEGREES 0 MINUTES 14 SECONDS WEST, ALONG SAID WEST WALL AND THE SOUTH EXTENSION THEREOF, 14.11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 711; THENCE SOUTH 89 DEGREES 16 MINUTES 13 SECONDS EAST, ALONG SAID SOUTH LINE, 21.53 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS, USE AND ENJOYMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 OVER THE COMMON AREA AS DEFINED AND SET FORTH ON EXHIBIT "D" TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BEVERLY RIDGE COURT TOWNHOMES MADE BY STANDARD BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 11, 1994 AND KNOWN AS TRUST NO. 14636 WHICH DECLARATION WAS RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96-709094 AND AS CREATED BY DEED FROM STANDARD BANK & TRUST COMPANY AS TRUSTEE UNDER AGREEMENT DATED NOVEMBER 11, 1994 AND KNOWN AS TRUST NO. 14636 TO SUSAN E. BALLAUER RECORDED JANUARY 24, 1997 AS DOCUMENT NO. 97-052871.

PARCEL NO.: 24-13-104-058-0000 & 24-13-104-059-0000