### **UNOFFICIAL COPY**

### **Chicago Title**

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

### AN 9321007396

In consideration of Lender's granting any extension of credit or other financial accommodation Mortgagor, 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 NA ("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, b, reditaments, easements, and appurtenances, and 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 MICHAEL **STENSLAND** AND MARIE STENSLAND, MARRIED TO EACH OTHER, AS TENANTS BY THE

Doc#. 1805346045 Fee: \$52.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/22/2018 09:34 AM Pg: 1 of 3

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

ENTIRETY ("Mortgagor", whether one or more) to Mortgagee dated SEPTEMBER 2, 2015 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on SEPTEMBER 18, 2015 as Decument No. 1526146076, 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 Mortgagor lescribed 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 #13-04-109-029-0000 & 13-04-109-034-0000.
- 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, Mortgage & grees:
- (a) Superior Obligations. The priorities granted Lender by this Agreement are limited to and sne'll not exceed the obligations listed below, provided the same are in fact secured by a mortgage on the Property from Mortgagor to Lender ("Dbligations"):
  - (1) The following Note(s):
  - Note dated **2/9**, 20 18, to a maximum loan amount of \$708,000.00 plus interest, from MICHAEL / ST ENSLAND to Lender.
- (2)All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to anciest 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 Mortgager 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 Mortgager 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



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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 Scaled this 18 day of JANUARY, 2018

ASSOCIATED BANK NA

(SEAL) LNIZ. SUPERVISOR, PAYOFFS

This instrument was drafted by CAITLIN LUTZ/BJK PAYOFFS SUPERVISOR

**ACKNOWLEDGEMENT** STATE OF WISCONSIN

SS.

Portage County

This instrument was acknowledged before me on JANUARY 18, 2018 CAITLIN LUTZ, SUPERVISOR, LOAN PAYOFFS AND AUTHORIZED AGENT OF ASSOCIATED BANK NA.

Notary Public, State of Wisconsin. My Commission Ounty Clark's Office

(Expires) (is) 04/26/2019

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#### LEGAL DESCRIPTION

Order No.: 17022217RL

For APN/Parcel ID(s): 13-04-109-029-0000 and 13-04-109-034-0000

PARCEL 1:

LOT 10 (ENCEPT THE SOUTHWESTERLY 17 FEET THEREOF), LOT 11, AND THE SOUTHWESTERLY 31 FEET OF LOT 12 IN IRVIN A. BLIETZ' ADDITION OF EDGEBROOK, BEING A SUBDIVISION OF THE NORTHEASTERLY 1/2 OF LOT 26 (EXCEPTING THE SOUTHEASTERLY 33 FEET THEREOF) IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEE (DIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 12 (EXCEPT THE SOUTHWESTERLY 31 FEET), LOT 13 AND THE SOUTHWESTERLY 20 FEET OF LOT 14 IN IRVIN A. BLIETZ" ADDITION OF EDGEBROOK, BEING A SUBDIVISION OF THE NORTHEASTERLY 1/2 OF LOT 26 (EXCEPTING THE SOUTHEASTERLY 33 FEET THEREOF) IN OGDEN AND JONES' SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.