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REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

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1998-05-28 10:21:23
Cook County Recorder

In consideration of Lender's granting any extension of credit or other financial accommodation to JOHN F. KENNA, SR AND JOSEPHINE KENNA, HUSBAND AND WIFE AS JOINT TENANTS

whether or not made to Mortgagee and another, or to another guaranteed or indorsed by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee, Mortgagee, hereby subordinates to

BANK OF AMERICA NATIONAL ASSOCIATION (Lender) in the manner and to the extent described in this Agreement, all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements and appurtenances, all rents, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain and all existing and future improvements and fixtures thereon. From the said mortgagee from Mortgagee to Mortgagee Lender.

ILLINOIS County Cook on JULY 21 1998

Return to
Bank One, Kentucky, NA
KY-4444/P.O. BOX 37264
Louisville, KY 40232-7264

Records, images of (Mortgagee) Mortgagee's Mortgage

Tax Key # 18-09-105-027-0000

Description of Property. The legal description of the Property is as follows:
LOT 11 IN BLOCK 1 IN COUNTRY CLUB ADDITION TO LAGRANGE BEING A SUBDIVISION OF THE PART 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 140 S ASHLAND AVENUE, LA GRANGE, IL 60525

If checked for, the description continues on reverse side of attached sheet

Superior Obligations. Mortgagee's right title and interest in the Property is against any person other than Lender or Lender's assignees, is expressly reserved, and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations marked below (Obligations), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagee Lender to Lender's Mortgagee.

Secured Obligations:
1. \$142,000.00 in the sum of \$ plus interest (Name of Maker) to Lender
2. \$142,000.00 in the sum of \$ plus interest (Name of Maker) to Lender

Extensions or modifications thereof, but not increases in principal amount

\$142,000.00 plus interest

All principal and future credit extended by Lender to Mortgagee, Mortgagee and another, or to another guaranteed or indorsed by Mortgagee

Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect set forth in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Noted and Signed: MAY 22 1998
BANK OF AMERICA NATIONAL ASSOCIATION (SEAL)
Vicki L Fuller (SEAL) ASSISTANT VICE PRESIDENT
A.J. Klungenmeyer (SEAL) ASSISTANT VICE PRESIDENT

BOX 333-CTI

AUTHENTICATION OR ACKNOWLEDGEMENT

STATE OF WISCONSIN
County of MILWAUKEE
This instrument was acknowledged before me on MAY 20 1998 by VICKI L FULLER AND A.J. KLINGENMEYER

ASSISTANT VICE PRESIDENTS
Stacey C Morris
STACEY MORRIS
Notary Public MILWAUKEE County, Wis
My Commission Expires JULY 1, 2001

Title: Member State Bar of Wisconsin
with a valid license No. 000066, Wis. State

This instrument was created by:
TIFFANY L. DAVIS
Type of printing used above

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ADDITIONAL PROVISIONS

4. **Division of Proceeds.** To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, 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 of the Property, 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 net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), 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 Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, 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, indorsed 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.

5. **Protective Advances.** If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee, with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. **Successors and Assigns.** This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

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