

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to EVAN M. NOSEK AND MAUREEN A. NOSEK, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY...

whether one or more, to Mortgagee and another, or to another guaranteed or indorsed by Mortgagee... PRESIDENTIAL MORTGAGE... 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...

Return To: Bank One, Kentucky, NA KY1-4444/P.O. BOX 37264 Louisville, KY 40232-7264

as Document No. 97729342 in (Vol) (Records) (image) of (Migs) on (page) (Mortgagee's Mortgage)

Tax Key # 18-04-321-023

1. Description of Property. The legal description of the Property is as follows: LOT 11 AND THE NORTH 25 FEET OF LOT 12 IN BLOCK 6 IN LAGRANGE, BEING COSITT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE NORTHWEST 1/4 LYING SOUTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 347 S MADISON AVE. LAGRANGE, IL 60526

2. Superior Obligations. Mortgagee's right, title and interest in the Property as 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 checked below (Obligations), provided the same are in fact secured by a properly recorded mortgage on the Property from Mortgagee to Lender (Lender's Mortgage):

- (a) The following note(s): Note #1 dated ... in the sum of \$... plus interest, from (Name of Maker) to Lender. Note #2 dated ... in the sum of \$... plus interest, from (Name of Maker) to Lender. and any renewals, extensions or modifications thereof, but not increases in principal amount. (b) The sum of \$387,000.00 plus interest. (c) All present and future credit extended by Lender to Mortgagee, to Mortgagee and another, or to another guaranteed or indorsed by Mortgagee.

3. 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 described in paragraph 4 on the reverse side. Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed JULY 14, 1998 (Date) 98729696 BANK ONE, ILLINOIS NA (SEAL) 7382/0178 45.00 Page 1 of 2 (SEAL) 1998-08-19 11:56:09 (Cook County Record 43.50) By Susan M. Clark (Type of Authority) (SEAL) ASSISTANT VICE PRESIDENT (SEAL) SUSAN M. CLARK By Karen A. Strezelecki (SEAL) ASSISTANT VICE PRESIDENT (SEAL) KAREN A. STREZELECKI

Intercouter 51524678 U-M

AUTHENTICATION OR ACKNOWLEDGEMENT STATE OF WISCONSIN County of MILWAUKEE This instrument was acknowledged before me on JULY 14, 1998 by SUSAN M. CLARK AND KAREN A. STREZELECKI ASSISTANT VICE PRESIDENTS of BANK ONE, ILLINOIS NA as STACEY S. MORRIS Notary Public MILWAUKEE County, Wis My Commission Expires JULY 1, 2001

This instrument was drafted by VERNISSA SMITH

*Type or print name signed 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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