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Cook County Clerk's Office 43,100

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to GWENGLYN B. POOLE

whenever one or more to Mortgagor and another or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to ATLANTIC MORTGAGE & INVESTMENT, ITS SUCCESSORS AND/OR ASSIGNS, in the manner and to the extent described in this Agreement, all interests, rights and title in the property described in paragraphs 1 together with all privileges, benefits, easements, covenants and appurtenances, all rents, leases, 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, if any, the Property, under a mortgage from Mortgagor to Mortgagee dated JANUARY 23, 1999, and recorded in the office of the Register of Deeds of Cook County, Illinois, on APRIL 6, 1998, as Document No. 98068217.

Return To: 11-CAS00 2500 207 Y
Bank One, Kentucky, NA
KY 40447 P.O. BOX 32264
Louisville, KY 40232-2264
w/enclosed Title
39 E Miller St.
Montgomery AL 36104
Tax Key # 11-30-110-010-0000

1. Description of Property. The legal description of the Property is as follows:

LOT 21 IN EAST RIDGE ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE EAST 200 FEET OF THE SOUTH 7.56 CHAINS OF THE NORTH 14.63 CHAINS OF THE NORTH EAST 1/4 IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 101 SHERMAN AVENUE, EVANSTON, IL 60202

PTU. 11-30-110-010-0000

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 notes:
Note #1 dated 1999 in the sum of \$ plus interest from (Name of Maker) to Lender
Note #2 dated 1999 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 \$200,000.00 plus interest.

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: AUGUST 13, 1998
BANK ONE, KENTUCKY, NA (SEAL)
BY: Susan M. Clark (SEAL) Assistant Vice President
BY: Eric J. Sharer (SEAL) Vice President

AUTHENTICATION OR ACKNOWLEDGEMENT

Subscribed and authenticated this 13th day of August, 1998, by RAYMOND F. TERPFA, Notary Public in and for the State of Wisconsin.

STATE OF WISCONSIN
County of MILWAUKEE
This instrument was acknowledged before me on AUGUST 13, 1998, by Susan M. Clark and Eric J. Sharer, Assistant Vice President and Vice President of BANK ONE, ILLINOIS, NA. Notary Public, MILWAUKEE, County, Wis. My Commission Expires JULY 1, 2001.

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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 Mortgagee fails to perform any of Mortgagee'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.

Property of Cook County Clerk's Office

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Cook County Recorder-Deputy
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