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Doc#: 0713406032 Fee: \$28.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/14/2007 09:19 AM Pg: 1 of 3

FOR RECORDER'S USE ONLY

## SUBORDINATION OF MORTGAGE

THE SUBORDINATION OF MORTGAGE dated October 30, 2006 is made and executed among Cornerstone National Bank & Trust Company ("Mortgagee/Subordinating Bank"); and Astoria Federal Savings, Its Successors and/or Assigns ("Lender").

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodation(s) (the "Subordinated Indebtedness") to Daniel A. Czapek and Laura Jane Czapek ("Borrower").

A Note in the Sum of \$70,000 dated October 31, 2003, with a Maturity of October 31, 2013, in favor of Cornerstone National Bank & Trust Company ("Mortgagee").

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is secured by a mortgage dated October 31, 2003 and recorded December /03/03, as document number 0333720234, from Borrower to Mortgagee (the "Subordinated Mortgage") on certain premises in Cook County, Illinois.

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following real property located in Cook County, State of Illinois:

LOT 2 IN JOSEPHINE COURT SUBDIVISION, BEING A RESUBDIVISION OF LOT 7 AND LOT 8 IN BLOCK 33 IN A.T. MCINTOSH AND COMPANY PALATINE ESTATES UNIT NO. 3, IN SECTION 27. TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2305 JOSEPHINE COURT, PALATINE, IL 60057  
The Real Property tax identification number is 02-27-406-016-0000

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION STATE THE FOLLOWING:

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to the Lender's Lien and the Superior Indebtedness, and it is agreed the Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Furthermore, Lender is about to lend to Borrower Two Hundred Seventy Three Thousand Seven Hundred Sixty Nine Dollars and 31/100 (\$273,769.31) to pay the indebtedness of Borrower to Lender (or other first mortgage to be paid off) and to obtain the release of the first mortgage in favor of Lender and in connection therewith, Borrowers shall give to Lender a Mortgage to secure the loan in the amount of \$273,769.31 and dated within 30 days of October 18, 2006.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

Handwritten initials and numbers: SJ, S-C, P-3, MMJ, BMD

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

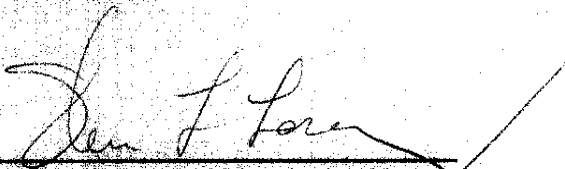
**Existing First Mortgage:** If the existing first mortgage in favor of Lender (or other lending institution), as described above, is released in full, then the mortgage in favor of Subordination Bank, shall be and is hereby subjected and subordinated and shall become in all respects subordinate and junior to the lien of the mortgage given by Borrower to Lender as collateral for the loan to pay off the existing first mortgage and to replace it with a mortgage in favor of Lender.

**Principal Increases:** Lender agrees to not increase the principal sum under the mortgage to which the Subordinating Bank hereby subordinates or to make additional advances of principal under the mortgage, without the written consent of Subordinating Bank. Notwithstanding, Subordinating Bank acknowledges that Lender has a right to interest on the unpaid principal balance of the mortgage, penalties for nonpayment thereof, and a right to recover amount expended for payment of real estate taxes, hazard insurance and costs incident to foreclosure and such items are included in this subordination.

**Amendments:** What is written in this Subordination is Mortgagee's entire agreement with Lender concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Authority:** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interest in the Borrower's property, if any.

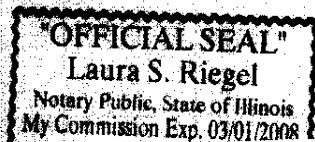
**MORTGAGEE:**


  
Sheri L. Loren, Assistant Vice President  
Cornerstone National Bank & Trust Company

State of Illinois  
County of Cook

I, the undersigned, a Notary Public in and for the said county, in the state aforesaid, do hereby certify, that the above named personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day.



  
Laura S. Riegel, NOTARY PUBLIC  
Residing in Lake County, Illinois

Record & Return: 270-002213  
Progressive Closing & Escrow Company, Inc.  
50 Vantage Point Drive, Suite 3  
Rochester, NY 14624  
02-27-406-016

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## Progressive Closing & Escrow

A Sutton Alliance Company

### Last Owner, Open Mortgage, Lien and Judgment Search

File Number: 270-002213

#### Schedule A

The following described real estate in the County of Cook, State of Illinois, to wit:

That part of Smith Street, being a 66.00 foot strip of land dedicated and platted for public right of way purposes, by A.T. McIntosh and Co's Palatine Estates Subdivision, being a subdivision in the Southeast Quarter of Section 27, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded March 24, 1927 as Document No. 9591352, being described as follows:

Beginning at the Southwest corner of Lot 2 in Josephine Court Resubdivision according to the plat thereof recorded December 23, 1986 as Document No. 86613835, said point also being a point on the Easterly right of way line of said Smith Street;

Thence Westerly along a line being measured perpendicular to said Easterly right of way line to a point of intersection with the centerline of said Smith Street, said centerline being a line 33.00 feet West of and parallel to said Easterly right of way line of Smith Street;

Thence Northerly along said centerline to a point of intersection with a line being measured perpendicular from the Northwest corner of said Lot 2, said Northwest corner being a point on said Easterly right of way line;

Thence Easterly along said perpendicular line to said Northwest corner of Lot 2;

Thence Southerly along said Easterly right of way line to the point of beginning, in Cook County, Illinois.

This property is or will be  
principally improved by a  
one or two family dwelling.

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